Agenda
Updated December 11, 2023

December 12, 2023
School Board of Manatee County
Regular Board Meeting and Public Hearing - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER
Moment of Silence in Honor of Mr. Dave Miner

2. READING OF THE DISTRICT VISION | Mrs. Messenger

3. INVOCATION | Reverend Golden

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

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

7. STUDENT CELEBRATIONS

1. 2024 Student Art in the Capitol Winner

8. RECOGNITIONS

1. Bradenton Lions Club

9. GENERAL PUBLIC COMMENT (UP TO 30 MINUTES)

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

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

PUBLIC INPUT INSTRUCTIONS:

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

10. REPORTS AND PRESENTATIONS

1. Oneco Elementary School Construction Update
2. Student Attendance Support | Donna Rae Smith

11. CONSENT ITEMS

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) - updated December 8, 2023
2. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)
3. Approval to Accept and Expend the Community Foundation of Sarasota County, Inc. Grant Funds Provided by the Gussin Family to Support Samoset Elementary, in the Amount of $100,000.00 (Incoming Grant Funds)
4. Approval to Apply, Accept, and Expend the Stronger Connections Grant for the 2024-2026 School Years, in the Amount of $1,500,000.00 (Anticipated Incoming Grant Funds)
5. Approval to Apply, Accept and Expend the Green Our Planet Combined Garden Connect and Hydro Connect Grants and Corresponding Memorandum of Understanding between Manatee Elementary School and Green Our Planet, in the Amount of $11,500.00 in the Form of Material Supplies and Curriculum (Incoming Goods in Lieu of Funds; Additional $2,000.00 Expenditure from Community Partnership Donation)
6. Approval to Accept and Expend Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act Funding in the Amount of $1,000,000.00 (Incoming State Appropriation Funds as Reimbursement - No Net Financial Impact)
7. Approval to Accept and Expend the 2023-2024 Manatee County Government Student Driver Education Program Grant, in the Amount of $201,532.00 (Incoming Grant Funds)
8. Approval to Accept Donation of 2023 Lincoln Aviator for Manatee Technical College

(Incoming Donation)

9. Approval to Accept Donation of Two Northern Light Generators for Manatee Technical College (Incoming Donation and MTC Marine Technology Budget)
10. Approval of Purchase and Sale of New Steer Agreements, Purchase and Sale of New Swine Agreements, and Purchase and Sale of New Poultry Agreements Between the School District of Manatee County and Various Buyers of the National FFA Chapter Animals to be Sold at the 2024 Manatee County Fair (No Financial Impact)
11. Approval of the Bid on Welding - Supplies, Equipment and Gases, SDMC No. 24-0068-BS, Estimated in the Amount of $130,0000.00 Annually (Multiple Funding Sources)
12. Approval to Purchase Internet Service, Duette Old School House, SDMC No. 24-0080-RG, Estimated in the Amount of $3,600.00 Annually (General Fund)
13. Approval of Erate Bid, Wireless Access Points, SDMC No. 24-0081-RG, Estimated in the Amount of $167,500.00 (Capital Fund)
14. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)
15. Authorize the Superintendent to Execute a Substantial Completion for the District Regarding the Braden River Middle School - Renovations and Addition (No Financial Impact)
16. Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Sugg Middle School - Replacement (No Financial Impact)
17. Approval of East County K-8 - Agreement Between Owner and Bureau Veritas North America, Inc. in the Amount of $323,500.00 (Capital Funds)
18. Approval of North County Middle School - Agreement Between Owner and Bureau Veritas North America, Inc. in the Amount of $318,500.00 (Capital Funds)
19. Approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - 2023 Media Centers Renovations - Change Orders 1, 2, 3, 4, and 5 - Final - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Decrease in the Amount of $115,013.44 (Capital Funds)
20. Approval of Parrish Community High School - Classroom Addition - Amendment 1 - Between Owner and Schenkel and Shultz, Inc., in the Amount of $60,900.00 (Capital Funds)
21. Approval of Oneco Elementary School - Addition and Renovation - Agreement Between Owner and Charles Perry Partners, Inc., - Amendment 2 - Guaranteed Maximum Price, in the Amount of $27,944,558.00 (Capital Funds)
22. Approval of Oneco Elementary School - Addition and Renovation - Agreement Between Owner and TLC Engineering Solutions, in the Amount of $67,500.00 (Capital Funds)
23. Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and OCI Associates, Inc., Amendment 1, in the Amount of $45,020.00 (Capital Funds)
24. Approval of Freedom Elementary School - Classroom Addition - Change Order 5 - Final - Agreement Between Owner and McIntyre Elwell & Strammer, Decrease in the Amount of $55,144.58 (Capital Funds)
25. Approval of Palma Sola Elementary School - Campus Renovations - Amendment 1 - Agreement Between Owner and Fleischman Garcia Maslowski Architecture, in the Amount of $31,700.00 (Capital Funds)

26. Approval of Wakeland Support Center Building #6 Demolition - Change Order 1 - Final - Agreement Between Owner and Jon F. Swift, Inc., Decrease in the amount of $21,812.78 (Capital Funds)
27. Approval of Braden River and Southeast High Schools - Football Field Upgrades - Synthetic Turf - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $3,642,038.60 (Capital Funds)
28. Approval of Lakewood Ranch High School - Football Field Upgrades - Synthetic Turf - Agreement Between Owner and Jon F. Swift Construction, in the Amount of $2,072,536.05 (Capital Funds)
29. Approval of the Bid on Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD, Estimated in the Amount of $200,000.00 Annually (Multiple Funding Sources)
30. Approval of the Bid on Sign Language Interpreting Services, SDMC No. 24-0077-BS, Estimated in the Amount of $75,000.00 Annually (IDEA)
31. Approval of the Bid on Tour Operation Services, SDMC No. 24-0086-KD, Estimated in the Amount of $200,000.00 Annually (Multiple Funding Sources)
32. Approval of the Bid for Access Control Systems- Installation, Maintenance and Repair, SDMC No. 24-0091-MR, Continued Procurement, Estimated in the Amount of $500,000.00 Per Year (Local Capital Improvements)
33. Approval of the Request for Proposal on Bird Control Services, SDMC No. 24-0092-MR, Continued Procurement, Estimated in the Amount of $100,000.00 Per Year (Local Capital Improvements)
34. Approval of the Bid on Lighting Supplies, SDMC No. 24-0088-KD, Estimated in the Amount of $100,000.00 Annually (Multiple Funding Sources)
35. Approval to Renew the Agreement Between Big Brothers Big Sisters of Sun Coast, Inc., and the School Board of Manatee County. (No Financial Impact)
36. Approval for the Braden River High School Journalism Students to Attend the Columbia Scholastic Press Association Convention in New York, New York, March 13-16, 2024, (No Financial Impact)
37. Approval for the Manatee High School Wrestling Team to Participate in the 2023 Lenape Valley Holiday Wrestling Tournament in Stanhope, New Jersey on December 26-31, 2023, (No Financial Impact)

12. PUBLIC COMMENT (NEW BUSINESS)

13. NEW BUSINESS (Discussion Items Pulled from Consent)

14. NEW BUSINESS (Non-Consent Items)

1. Approval of the North River Charter Academy Application
2. Approval of the Academic Calendar for the School Year 2024-2025
3. Approval of the Budget Amendments for October 2023
4. Approval of Advertising a Notice of Intent to Amend School Board Policies, to Include New Policies, and setting a Public Hearing at the Board Meeting on January 16, 2024.
5. Approval to allow the Superintendent, with the concurrence of the Chair, to enter into an Interlocal Agreement (ILA) with Manatee County Government to provide instructional programs at a tenant space leased by Manatee County Government at Whitney Plaza, Longboat Key in a form substantially similar to the attached draft

agreement. (No Financial Impact.)

15. NEW BUSINESS (No Superintendent Recommendation)

1. Board Committee Assignments for Calendar Year 2023-2024
2. Approval of Travel Expense for School Board Member to Attend 2024 National K-12 Cybersecurity Leadership Conference in Savannah, GA from February 13-14, 2024 and The Greater Florida Consortium of School Boards Legislative Meeting from February 14 - 15 in Tallahassee, FL Not to Exceed $1,800.00
3. Approval of Travel Expense for School Board Members to Attend the 2024 FSBA 37th Annual Day in the Legislature in Tallahassee, FL from January 17-18, 2024 Not to Exceed $4,300.00
4. Approval of Citizens' Financial Oversight Committee (CFOC) Member
5. Board Discussion About Naming the Board Chamber
6. Internal Audit Services
7. Social Media Lawsuit
8. School Board Member Area Map (No Financial Impact)
9. Board Service of Process Policy

16. CONTINUED PUBLIC COMMENT (IF NECESSARY)

17. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through October 31, 2023
2. Year-to-Date Charter School Financial Statement Summary Through October 31, 2023

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

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

Title
Agenda Amendments - *added after publishing*

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

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

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

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

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 6.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

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

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

Contact
Submitting Department: School Board

Attachments:
October 27, 2023 School Board Workshop Minutes
November 9, 2023-11-09 School Board Workshop Minutes
November 14, 2023 FINAL Regular Meeting-Public Hearing Minutes
November 14, 2023 Reorganizational Meeting Minutes
November 14, 2023 Board of Director Minutes of Manatee School Board Leasing Corporation

Minutes
October 27, 2023

Board Workshop - 9:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

I) CALL TO ORDER

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

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

II) Agenda Amendments

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

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

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

III) Public Comment

Minutes: Public Comment as Follows:

1. Heather Felton

IV) WORKSHOP

1. Superintendent Update on 100 Day Entry Plan

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

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

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

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

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

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

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

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

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

Ready to Grow – Internal Goals for School District

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

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

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

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

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

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

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

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

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

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

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

The Board held discussion and asked questions. Mr. Chapman and Mr. Edwards provided additional information. After discussion, it was decided by the Board that each member would provide a list of priorities to the Board Clerk for review by the Superintendent and Cabinet Staff.

Chair Choate noted the consensus that the Board was to change or update the District Vision and Mission Statements, but to do so, the Board must include stakeholder input.

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

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

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

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

Policy 9800 - Charter Schools (Revised)

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

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

V) ADJOURNMENT

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

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Chad Choate, III
Chairman

NOTICE

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

Minutes

November 9, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

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

Minutes: Chair Choate called the Workshop to order at 10:00 AM.

II) AGENDA AMENDMENTS

III) PUBLIC COMMENTS

Minutes: The Public Comments were as follows:

1. Heather Felton

IV) WORKSHOP

1. Discussion Regarding School Board Member Election Boundaries

Minutes: The Board held a discussion regarding the possibility of moving current District voting boundaries to align with the Boundaries of the County Commission. Mr. Stephen Dye, Board Attorney, provided the School Board with background information and noted the Florida Statute and the School District Policies that pertain to the movement of boundaries. Mr. Dye advised the Board on the process and noted that District lines are typically reviewed following updated Census data.

Mr. Joeseph Ranaldi, Deputy Superintendent of Operations, provided handouts to the Board and shared four maps:

- Current School Board Member Districts
- County's Board of County Commissioners' Districts
- A map overlaying the County's boundaries with the School Board's boundaries
- A map including roadways and boundaries

Board Member Foreman inquired about the current data. Mr. Ranaldi stated that the data for the handouts came from the 2020 Census and confirmed that it was the same data that the Board had previously used for establishing boundaries. Mr. Ranaldi also informed the Board about the process the District goes through to ensure the boundary lines produce balanced Districts.

Vice-Chair Spray and Board Member Tatem responded with their desire to realign the School District with the County Commissioners.

After question posed by Board Member Foreman, School Board Attorney Stephen Dye provided additional information regarding the language of the relevant Statutes. Board Member Foreman stated that she would not be in support of redistricting the School District to align with the County.

Board Member Messenger agreed that it is easier for the voters if the County and School Board have the same Districts but noted that she does not agree with the process the County followed. Board Member Messenger noted that if re-aligned, it would cause a precinct change that would take away the ability for many people to vote at the next school board election, after having missed the previous election due to a boundary change as well. She stated that she would not be able to support this item if it comes to vote.

Chair Choate stated that he would be in favor of following the same boundaries as the County, noting that it is better for the voters to have the District boundaries align.

2. Community Use of School District Sites After Hours

Minutes: The Board held discussion regarding the possibility of allowing public citizens to use School District sites after school hours.

Information on the subject was delivered to the School Board by Mr. Joseph Ranaldi, Deputy Superintendent of Operations; Principal Dustin Dahlquist, Lakewood Ranch High School; Principal Michael Mullen, King Middle School, and Mr. Willie Clark, Executive Director of Secondary Schools. Key factors of consideration noted by District staff included the following:

- Cost of Implementation
- Cost of Maintenance and repairs due to potential damage.
- Support staff required to open, close and clean locations.
- Potential security costs and upgrades – Insurance / Liability issues
- Site hours of availability
- Facilitron System that currently allows for public to secure the use School District Sites

The Board asked questions and continued discussion. Mr. Dahlquist noted that general access to an entire facility could be un-safe and would be potentially limiting to the school-based clubs and activities that currently exist. He noted another concern is security, which is expensive and would be a significant cost to the participating school and District.

Mr. Mike Mullen, Principal of King Middle School spoke to the Board and noted the use of facilities does include safety concerns. He stated there are currently MOUs in place for various organizational access of King Middle School facilities, and issues still arise on the school campus.

Mr. Willie Clark, Executive Director of Secondary Schools, informed the Board that the existing Facilitron Management System allows the community to request access and use of the School District facilities with a written request through the system, and once the requirements are met.

The Board considered the following issues:

- Strategic placement of 'open' facilities for students
- Full-usage agreements

Vice-Chair Spray noted she would not be in favor of every facility to be open, including the new turf fields. Board Member Messenger noted the facilities are already allowed if they go thru the Facilitrion process.

Chair Choate called a recess at 11:25 AM. and the Board returned at 11:36 AM.

Mrs. Spray left the meeting at 11:25 AM.

3. Presentation on Student Supports: Mental Health Programming and Florida Resiliency Initiatives

Minutes: Dr. Laurie Breslin, Executive Director of Student Support and Family Engagement, gave a history of the development of the Resiliency Initiative in the state of Florida.

Dr. Breslin introduced Ms. Larrissa Bennett, Coordinator of Guidance Services, and began the Board presentation, to include the following topics:

- Resiliency Education Standards
- Relational
- Preventative
- Responsive
- Multi-Tiered System of Supports (MTSS)

Ms. Larissa Bennett introduced Ms. Sara Sanders, Mental Health Coordinator/Lead Psychologist, who continued the presentation of the following topics:

Mental Health Programming
- Mental Health Assistance Allocation (MHAA)
- Mental Health Professionals in the Schools
- Mental Health Trainings for Staff Members

MHAA Expenditures Plan
District School Programs
- School of Academic and Behavioral Learning Excellence (SABLE)
- The School of Therapeutic and Academic Resources (STAR)

Community Partners Therapists
- Centerstone
- The Florida Center
- Palm Shores

Mental Health Staffing
- School Counselors
- School Psychologists

- School Social Workers

Impact in Schools
Youth Mental Health First Aid Training SB7026
Additional Available Staff Trainings
Resiliency Standards
Manatee Education Foundation (MEF) Resiliency Grant

Ms. Bennett introduced Ms. Mary Glass, MEF president who gave an overview of the MEF and the Resiliency Grant.

The Board asked questions and held discussion. Board Member Messenger and Foreman expressed their thanks to Ms. Mary Glass and the curriculum team, for their work on the Grant and the Mental Health Resources for the school district.

Additional information and clarification were provided by Dr. Laurie Breslin, Ms. Larissa Bennet, Ms. Mary Glass, Superintendent Wysong, and Ms. Pamela D'Agostino, General Counsel,.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 12:58 PM.

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Chad Choate, III
Chairman

NOTICE

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

Minutes

November 14, 2023

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

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Minutes: Chair Choate called the Meeting to order at 10:00 AM.

2) READING OF THE DISTRICT'S VISION

Minutes: Chair Choate read the District's Vision.

3) INVOCATION

Minutes: The invocation was given by Addison Sterling.

4) PLEDGE OF ALLEGIANCE

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

5) INFORMATION ONLY (No Board Action Required)

5.1. Year to Date Financial Statements through September 30, 2023

5.2. Year to date Charter School Financial Statement Summary Through September 30, 2023

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

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

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

Agenda amended on Friday, November 9, 2023, to **add** consent agenda attachment *Additional Promotion Item November 14, 2023* **to** consent agenda item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers* (No Financial Impact).

7) APPROVAL OF MINUTES

7.1. Approval of the Minutes of the October 10, 2023, School Board Workshop; October 20, 2023, School Board Shade Meeting and Workshop; and October 24, 2023, School Board Meeting

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

8) STUDENT CELEBRATIONS

8.1 "I Voted" 2023 Sticker Contest Winner

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Manatee County Supervisor of Elections, Mr. Michael Bennett, who took part in the recognition of Manatee High freshman Ms. Lauren Holbrook, winner of the "I Voted" sticker contest. The contest was created by Mr. Bennett and his staff. Mr. Bennett congratulated Ms. Holbrook for her creation of the "I-Voted" sticker.

Mr. Barber introduced Mr. Jeramiah Bowman, Specialist for Visual and Performing Arts, who gave an introduction of Ms. Lauren Holbrook. Ms. Holbrook spoke to the Board about the design of her winning sticker. Also in attendance were the mother of the winner, Ms. Vickie Holbrook, and President of the Desoto Boys and Girls Club, Ms. Dawn Stanhope.

9) GOOD NEWS MOMENT

9.1 Good News Moment

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced the District's video 'Discover the Difference' regarding the upcoming School Showcase Fair. He noted that the Showcase Fair would be held at the Manatee Technical College Tuesday November 14, 2023.

10) PUBLIC COMMENTS

10.1. Public Comments

Minutes: Public Comments were as follows:

1. Mark Stanoch
2. Heather Felton

11) REPORTS AND PRESENTATIONS

11.1. Audit Committee- Quarterly Report to the Board

Minutes: Mr. Jim Daniels, Chairman of the Audit Committee, provided a quarterly update of the Committee. Included in his presentation were the following topics:

- Recommend to retain Cherry Bekaert as external auditor for the next year.
- Recommend the approval of the following three Audit Reports:
    - MTC Point of Sale Report
    - Contract Compliance Report
    - MTC Financial Aid Report
- Recommend Sales Tax Surtax Report be clarified with Legal Counsel before moving forward with approval.
- Recommend for the Board to approve a change to Request For Qualification (RFQ) rather than a Request For Pricing (RFP) regarding the search for an audit firm.
- The Committee's second choice of recommendation regarding the audit firm, was to extend the current CRI contract for one year and look at completing the competitive bid next year.
- Audit Committee Existence and possibility of combining the CFOC or Audit Committee.

Board Members asked question and held discussion and requested additional information. Additional information was provided by Board Attorney Mr. Stephen Dye.

11.2. 2023-2024 School Accountability Update

Minutes: Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided an update to the School Board on the following topics regarding School Accountability:

- BEST Transition Timeline
- Standard Setting Process
- Scale Score Differences
- 2022-2023 Informational Baseline Grades
- 2023-2024 School Grade Components

The Board asked questions and held discussion. Additional information was given to the Board by Superintendent Wysong, and Mr. Derek Jensen. Board Member Messenger asked questions about the testing rating and scales; Mr. Jensen noted that there will be follow up with Ms. Messenger regarding data collection, and encouraged parents to use the Parent Portal to receive test results and clarification.

12) CONSENT ITEMS

RESULT: Adopted [UNANIMOUS]

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

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

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

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

12.4. Approval of Freedom Elementary School - Classroom Addition - Change Order 4 - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors - Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $15,867.86 (Capital Funds)

12.5. Authorize the Superintendent to Execute a Certificate of Occupancy for the District Regarding the 2023 Media Centers Renovations (No Financial Impact)

12.6. Approval of Attached Student Data Privacy Agreement and Authorization for Execution of Same by Boards Designee (No Financial Impact)

12.7. Approval of the Agreement with the Florida Department of Highway Safety and Motor Vehicles for Conducting Commercial Driver License (CDL) Skills Testing Program (No Financial Impact)

12.8. Approval to Renew Purchase of Stop Loss Insurance, Contract No. 80-0085, Not to Exceed $333,169.00 (Health Insurance Fund)

12.9. Approval to Apply, Accept, and Expend the New 2023-2024 National Farmworker Jobs Program Discretionary Competitive Grant in the amount of $286,823.00 (Incoming Grant Funds)

12.10. Approval to Submit Apprenticeship Standards Allowing Manatee Technical College to Become the Registered Agency for Apprenticeship Programs (No Financial Impact)

12.11. Approval to Apply, Accept, and Expend Unified School Improvement Grant (UniSIG) for the 2023-2024 School Year, in the Amount of $670,100.00 (Incoming Grant Funds)

12.12. Approval of Proposed Settlement in the Lawsuit Styled Danielle LaPoint, Ed.D., v. The School Board of Manatee County, Florida, Filed in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, Civil Division, Case Number 2021 CA 4308, and Authorizing the Superintendent, or His Designee, to Execute a Settlement Agreement Resolving All Claims Made by the Plaintiff for $87,500 and in Accordance with Such Other Non-Monetary Terms and Conditions Which are Deemed Acceptable and Appropriate by the Board Attorney and the General Counsel

The Chair called a recess at 11:37 AM and reconvened at 11:50 AM.

13) PUBLIC HEARING

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

Minutes: The Chair closed the Regular Meeting and opened the Public Hearing at 11:50 AM. Seeing no public comment, Chair Choate closed the Public Hearing and reconvened the Regular School Board Meeting at 11:51 AM.

14) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: There was no request for public comment.

15) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

16) NEW BUSINESS (NON-CONSENT ITEMS)

16.1 Approval of the Budget Amendments for September 2023

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

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the budget amendments for September 2023. Board Member Foreman questioned the increase of the Firing Range project costs. Additional information regarding the topic was given to the Board by Mr. Joseph Ranaldi, Deputy Superintendent of Operations and Board Attorney Mr. Stephen Dye.

16.2 Quarterly ESSER Report for Period Ending September 30, 2023

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

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, gave the Board additional information regarding the Quarterly ESSER Report. The Board asked questions and held discussion. Additional information regarding current employee positions supported by the ESSER fund, was provided by Ms. Sellers.

16.3 Approval to Adopt New Policy and Amend School Board Policies

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

Minutes: Superintendent Wysong provided an overview of the Board Policies that are set to be amended. The Policies are as follows:

Policies 1111, 1120, 1121.01, 1242, 2120, 2210, 2271, 2417, 2421, 2423, 2460, 3111, 3120, 3121.01, 3220, 3242, 4111, 4120, 4121.01, 5111.01, 5780, 6114, 6320, 6322, 6325, 6440, 6450, 6550, 7544, 8405, 8610, 9160, 9215, 9700.01, 9800 and Bylaw 0144 (Term limits)

16.4 Approval to Adopt New Policy and Amend Existing School Board Policy Bylaw 0163

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

Minutes: Superintendent Wysong provided an overview of the Board Policy Bylaw 0163-Presiding Officer that is set to be amended.

Board Member Messenger noted her disagreement with the change in verbiage to School Board Bylaw 0163 and stated that taking away the ability of a chairman to Chair a meeting as they see fit, including virtually, moves the progress of the Board technologically backwards.

16.5. Approval of the Altria / JUUL Related Settlement Agreement Dated August 19, 2023 (Incoming Funds)

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

Minutes: School Board Attorney Dye provided background of the District and Altria / JUUL settlement agreement.

Board Member Foreman made a Motion to amend the motion to add "and we instruct the Superintendent to direct the proceeds to mitigation of specific damages from vaping" to the end of the motion.

16.5a. Motion to Amend the Approval of the Altria / JUUL Related Settlement Agreement Dated August 19, 2023 (Incoming Funds) AND the Board Instruct the Superintendent to Direct the Proceeds to Mitigation of Specific Damages from Vaping

RESULT:	**[Withdrawn]**
MOVER:	**Mary Foreman**
SECONDER:	**Richard Tatem**

Minutes: Vice-Chair Spray noted her request for the proceeds to go toward educating students about the dangers of vaping. Board Member Foreman noted there is a detection device, a deterrent to stop vaping, that is available to put in bathrooms and other common areas.

The Board held discussion.

Board Member Foreman withdrew motion 16.5a to restate her amended motion. Board Member Tatem agreed to withdraw his second.

16.5b. Motion to amend the motion to *Approval of the Altria / JUUL Related Settlement Agreement Dated August 19, 2023 (Incoming Funds) and Direct Superintendent to Utilize the Funds Towards Educational Purposes Discouraging Student Use of Vaping Products and to Take Other Preventative Measures*

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

16.5c. Motion to Approve the Altria / JUUL Related Settlement Agreement Dated August 19, 2023 (Incoming Funds) and Direct Superintendent to Utilize the Funds Towards Educational Purposes Discouraging Student Use of Vaping Products and to Take Other Preventative Measures

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

Minutes: After a question by Board Member Tatem, Mr. Stephen Dye, School Board Attorney, provided additional information regarding the payment and compensation plan for his firm from the settlement.

17) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

17.1 Approval of the Board's Legal Firm Evaluation for the Period of 2023-2024

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

Minutes: The Board Members thanked Mr. Stephen Dye, Board Attorney, for the hard work this past year.

It was requested by Board Member Foreman that Mr. Dye provide additional communications regarding current and future litigation such as a spreadsheet to keep abreast of the current claims.

Mr. Dye responded to a question by Board Member Tatem and noted that it would make sense for his job description and the evaluation to change over time.

Mr. Dye thanked the Board for completing his evaluation and for their feedback.

17.2 Board Discussion Regarding Service of Process

Minutes: The Board held discussion regarding District Policy on Service of Process. Ms. Pamela D'Agostino, General Counsel, responded to questions put forth by the Board, noting specifically that

Statute 1001.40 dictates the Services of Process must be had on the School Board Chair and if not available, the Superintendent. The relevant School Board Policy 8325 reiterates the same.

Chair Choate noted that he was comfortable with the Superintendent, Board Attorney as well as General Council to accept Service of Process on behalf of the Board. After question posed by Board Member Taten, Ms. D'Agostino expanded on the legal authority to allow for exception of the state statute by the School Board.

Chair Choate noted the consensus of the Board to be in favor of delegating the authority of service.

18) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate reviewed upcoming workshops and requested that all Board Member requests are submitted directly to the Superintendent for review, and addition, to the Workshop Request Log.

19) CONTINUED PUBLIC COMMENT

Minutes: There was no request for public comment.

20) UPDATES

LEGAL DEPARTMENT UPDATE

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

Thank you – thanked Board members for completing the legal firm evaluation form for 2023-2024.

Minutes: Ms. Pamela D'Agostino, General Counsel, noted there were no updates for the Board.

OPERATIONS UPDATE

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

Job Fairs – provided an update on the Operations and Paraprofessionals Job Fair on October 26, and the Brazen (virtual) Teacher Job Fair on November 7. The next Operations Job Fair is scheduled for December 7, at Wakeland.

Transportation – shared that the School District will be receiving two additional electric buses and that FPL will be completing the charging stations in late December.

Food Service – noted Food and Nutrition Services will be serving their Annual Holiday Meal to students and staff on Thursday, November 16th.

First Responder Day - shared that The Prine Elementary cafeteria celebrated 1st Responders Day by inviting members of the Cedar Hammock Fire Station to lunch.

Construction Services- noted that the Ribbon Cutting at Buffalo Creek Elementary School is scheduled for November 15, 2023, at 5:30pm.

Board Member Tatem requested an update on bus driver vacancies from Mr. Ranaldi, who provided additional information.

Vice Chair Spray inquired about the number of double backs that are still being run, Mr. Ranaldi responded that he would have an update for Vice-Chair Spray at the next Board Meeting.

INSTRUCTIONAL UPDATE

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

Academic Calendar – shared that the draft 2024-2025 academic calendar options are available on the school district website for public voting and feedback.

School Showcase Fair – commented that this event is scheduled for November 14, from 5:30 – 7:30 pm at Manatee Technical College. Parents and students can meet principals, school representatives, and learn more about the excellent programs and schools available in Manatee County.

Social Studies Textbook Adoption- provided an update that the textbook adoption committees have met in person twice after their initial training. The committee will meet again January 8th to make final recommendations to the Superintendent.

Science of Reading – shared that The University of Florida has completed the second session of science of reading professional learning for elementary principals, and AP's.

Board Member Tatem spoke to the 2024 – 2025 Academic Calendar and the idea of schools remaining open on Veterans Day to extend the winter break by one day. Mr. Jensen responded that he would follow up with the Dr. Breslin and the calendar committee to find out the process to explore this possibility.

21) SUPERINTENDENT REMARKS

Minutes: Superintendent Wysong updated the Board on the following:

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

School Events – shared that there has been a heavy emphasis on required instruction topics including Holocaust Education Week, Victims of Communism Day, and Veterans' Day.

Safety – recognized school SRO's and Guardians for their work supporting after school events. Noted he recently attended a Threat Assessment Tabletop Training class.

Thank you – thanked the Board Members who were able to join the Leadership Team and serve lunch to the transportation, maintenance, and operations team during their annual luncheon.

Arts Rise and Shine Breakfast – provided an update on this annual event that was hosted by the Manatee Arts Education Council on November 8.

Ribbon Cutting – commented he is looking forward to attending the Ribbon Cutting Ceremony at Buffalo Creek Elementary School on November 15, 2023, at 5:30pm.

Master Board Training- noted that he will be attending Master Board Training on November 17, along with his fellow Board Members.

Vice Chair Spray commented that she would like to attend the Threat Assessment Training class.

22) BOARD COMMENTS

Board Member Foreman

Veterans Day - commented on her appreciation and respect for Veterans, and her thoughts on the School District not having this holiday off.

Florida Financial Officers Conference – provided Board Members with an update on the conference she attended.

Board Member Messenger

Noted she had no updates.

Board Member Tatem

Victims of Communism – Manatee (VOCM) – recognized the public speaker, and shared that he has attended all of their events.

Safety Moment – commented on pedestrians beings alert to drivers making right turns on red.

School Choice – noted that the school choice window is open November 27 – December 20, 2023.

Veterans Day – shared that he attended Freedom Elementary School Veterans Day presentation and the Palmetto Veterans Parade.

School Showcase Fair – noted that this event is scheduled for November 14 at Manatee Technical College.

Vice-Chair Spray

CFOC Member – shared that she recently met with a potential new CFOC Member.

Congratulations – congratulated the new Executive Director of School Improvement & Leadership Development. Ms. Kaththea Johnson.

Recognitions – acknowledged School District retirees.

Veterans Day – shared her thoughts on Veterans Day within the schools.

Community Events – spoke to all the events within the District, and how she focuses on attending what she can within her district.

Chair Choate

Arts Rise and Shine Breakfast – commented that the student performances were fantastic and that this is a great event to celebrate the arts.

Kiwanis – congratulated Kiwanis and Manatee HS Key Club clocked over 2000 hours.

Thank you – thanked Board Member Foreman for her amendment on the Atria/Juul settlement agreement.

23) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 2:07 PM.

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Chad Choate, III
Chairman

NOTICE

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

Minutes

November 14, 2023

Reorganization Meeting – 2:34 P.M.
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
Dr. Jason C. Wysong, Superintendent Joseph Ranaldi, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instruction Chad Choate, Board Member Mary Foreman, Board Member Gina Messenger, Board Member Cindy Spray, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Pamela D'Agostino, General Counsel	Present

Minutes: Superintendent Jason C. Wysong called the Reorganization Meeting to order at 2:34 P.M.

2) PLEDGE OF ALLEGIANCE

Minutes: Superintendent Jason C. Wysong led the recitation of the Pledge of Allegiance.

3) REORGANIZATION OF SCHOOL BOARD

3.1 Election of Chairman

Minutes: Superintendent Wysong called for nominations for Board Chairman. Board Member Messenger nominated Board Member Choate for Chairman of the Board. Board Member Spray nominated herself for Chairman of the Board. There were no other nominations for Chair. Superintendent Wysong noted the voting would be taken in the order nominated, and the nominee who receives the majority vote will be Chair.

3.1.a. Nomination of Mr. Chad Choate for Chairman of the School Board of Manatee County

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

3.2 Election of Vice-Chairman

Minutes: Superintendent Wysong called for nominations for Board Vice-Chairman. Board Member Messenger nominated Board Member Foreman for Vice-Chairman of the Board and noted her reasons for doing so. Board Member Spray nominated herself for Vice-Chairman of the Board. There were no other nominations for Vice-Chairman. Superintendent Wysong noted the voting would be taken in the order nominated, and the nominee who receives the majority vote will be Vice-Chair.

3.2.a. Nomination of Mrs. Mary Foreman for Vice-Chairman of the School Board of Manatee County

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

3.2.b. Nomination of Mrs. Cindy Spray for Vice-Chairman of the School Board of Manatee County

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

Superintendent Wysong congratulated Chair Choate and Vice-Chair Spray on their seats as Chair and Vice-Chair.

Superintendent Wysong called for a short technical recess at 2:39 P.M. Chair Choate called the meeting back from recess at 2:41 P.M.

3.3 Set Schedule for Regular Meetings

Minutes: Chair Choate noted the draft that was provided of the Regular Meetings for the upcoming year and asked if there were any requests for change. Board Member Messenger requested that the meeting in March be held on the 19th so that she would be able to attend. The Board agreed to the change.

3.3.a. Motion to Accept the Calendar of Regular Scheduled School Board Meetings for 2023-2024 as Amended

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

3.4 Board Committee Assignments for 2023-2024

Minutes: Chair Choate noted the draft of the 2023-2024 Board Committee Assignment List that was provided, and asked if there were any requests for change.

Board Member Foreman noted that the Environmental Land Management and Acquisition Advisory Committee (ELMAC) was no longer in need of a School Board member on their committee. The Board Clerk removed the Committee from the list.

Vice-Chair Spray noted that Step-Up Suncoast no longer needed a member but was unsure if it was permanent. The Board Clerk stated that she would request clarification to find out if the School Board seat was no longer requested. If the seat was no longer requested, it would be removed from the Committee Assignment List.

Vice-Chair Spray asked that another committee be added to the list; the Local Coordinating Board which meets every other month and works closely with the Metropolitan Planning Organization. Vice-Chair Spray stated that she was already involved with the Organization and would like to be the official representative of the School Board. The Board approved of the change.

Chair Choate noted that the Board Committee Worksheet would come to the Board for a vote the first meeting in December and would reflect the requested changes.

4) RECESS REORGANIZATION MEETING

Minutes: Chair Choate recessed the Reorganization Meeting at 2:50 P.M to call open the Annual Meeting of the Manatee School Board Leasing Corporation.

5) ANNUAL MEETING OF MANATEE SCHOOL BOARD LEASING CORPORATION

5.1 Call to Order of the Annual Meeting of the Manatee School Board Leasing Corporation

Minutes: President Choate called to order the Annual Meeting of the Manatee School Board Leasing Corporation at 2:50 P.M.

5.2 Annual Meeting of the Manatee School Board Leasing Corporation

Minutes: President Choate read the following statement:

Under the Articles of Incorporation for the Manatee School Board Leasing Corporation, the members of the not-for-profit corporation are the members of the School Board. The Articles of Incorporation provide that the Board of Directors, unless changed by the membership, are the members of the School Board. The Articles also provide that the Chair of the School Board will be the Chair of the Board of Directors of the Corporation and the Vice-Chair of the School Board will be the Vice-Chair of the Board of Directors of the Corporation. The officers are the President, Vice-President, and Secretary /Treasurer. It provides that the Chair of the School Board is the President, the Vice-Chair is the Vice-President, and the Secretary/Treasurer is the Secretary of the School Board, which is the Superintendent.

Motion to approve of the Officers of the Manatee School Board Leasing Corporation as listed in the statement read by President Choate

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

5.3 Adjournment of the Annual Meeting of the Manatee School Board Leasing Corporation

Minutes: There being no further business to come before the Board, President Choate adjourned the Annual Meeting of the Manatee School Board Leasing Corporation meeting at 2:51 P.M.

6) RECONVENE REORGANIZATION MEETING

Minutes: Chair Choate called the Reorganization Meeting back to order at 2:52 P.M.

7) ADJOURNMENT: There being no further business to come before the Board, Chair Choate adjourned the School District of Manatee County Annual Reorganization Meeting at 2:53 P.M.

_____ _____

Jason C. Wysong, Ed.D., Ex Officio Secretary
and Superintendent of Schools

Chad Choate III
Chairman

NOTICE

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

MANATEE SCHOOL BOARD LEASING CORPORATION

Minutes of
Annual Board of Directors Meeting

Tuesday, November 14, 2023

The Annual Board of Directors meeting of the Manatee School Board Leasing Corporation was held at the Manatee School Board Administration Building on Tuesday, November 14, 2023, at 2:50 p.m.

The meeting of membership was called to order. The following members were present: Jason C. Wysong Ed.D., Chad Choate III, Mary Foreman, Gina Messenger, Cindy Spray, and Richard Tatem.

Chad Choate III, Chairman, said that under the Articles of Incorporation for the Manatee School Board Leasing Corporation, the members of the not-for-profit corporation are the members of the School Board. The Articles of Incorporation provide that the Board of Directors, unless changed by the membership, are the members of the School Board. The Articles also provide that the Chair of the School Board will be the Chair of the Board of Directors of the Corporation and the Vice-Chair of the School Board will be the Vice-Chair of the Board of Directors of the Corporation. The officers are the President, Vice-President, and Secretary/Treasurer. It provides that the Chair of the School Board is the President, the Vice-Chair is the Vice-President, and the Secretary/Treasurer is the Secretary of the School Board, which is the Superintendent.

Motion to approve of the Officers of the Manatee School Board Leasing Corporation as listed in the statement read by Chair Choate was approved unanimously.

ADJOURNMENT

There being no further business to come before the Board, President Choate adjourned the meeting at 2:51 p.m.

Jason C. Wysong, Ed.D., Ex Officio Secretary
and Superintendent of Schools

Chad Choate, III
President

AGENDA ITEM NO. 7.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
2024 Student Art in the Capitol Winner

Executive Summary
Dr. Mona Jain Middle School 8th grader Camille McCluggage won the School District of Manatee County's 2024 Art in the Capitol competition. Her winning artwork will be displayed in the Florida Capitol building in Tallahassee during the next legislative session starting in March 2024. Camille will be joined at the School Board meeting with her Art Teacher at Jain Middle, Denise Mueller.

The Art in the Capitol Competition is a statewide visual arts competition that requires each school district to annually hold an art competition for all students in grades 6 through 8 attending public schools, private schools and home schools in Florida. Camille's artwork was selected out of 60 submissions.

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

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

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Bradenton Lions Club

Executive Summary
The Bradenton Lions Club has a long history of providing free vision screening for students of the School District of Manatee County. During the 2022-2023 school year, the club provided vision screening and assisted in hearing screening for over 12,500 students. This school year, the club has already screened over 6,000 students, averaging three screenings per week since August.

The club utilizes state-of-the-art screening equipment that rapidly detects many vision problems that would not be detected by a simple eye-chart test. The equipment has been purchased through fundraising and grants from community and Lions foundations.

The club also works closely with school and health department nurses in coordinating the screening schedule. Vision referrals are handled by the nurses. If a child is found to be in need of vision care, not covered by insurance, and in financial need, the nurses are able to request a voucher from our Manatee County Lions Sight Foundation to obtain an exam and glasses.

There is no cost to the parents for the service provided. In the event a child is found to have a more serious ophthalmologic condition, that student can be referred to the state foundation to obtain needed care.

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

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

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

AGENDA ITEM NO. 10.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

Title
Oneco Elementary School Construction Update

Executive Summary
Mr. Joseph Ranaldi, Deputy Superintendent for Operations, and the Construction Services Team will present a construction update on Oneco Elementary School.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
ONE GMP Presentation 12 December 2023

Department of Construction Services

ONECO ELEMENTARY
Addition & Renovation Project

ZYSCOVICH ARCHITECTS

CPPI CHARLES PERRY PARTNERS, INC

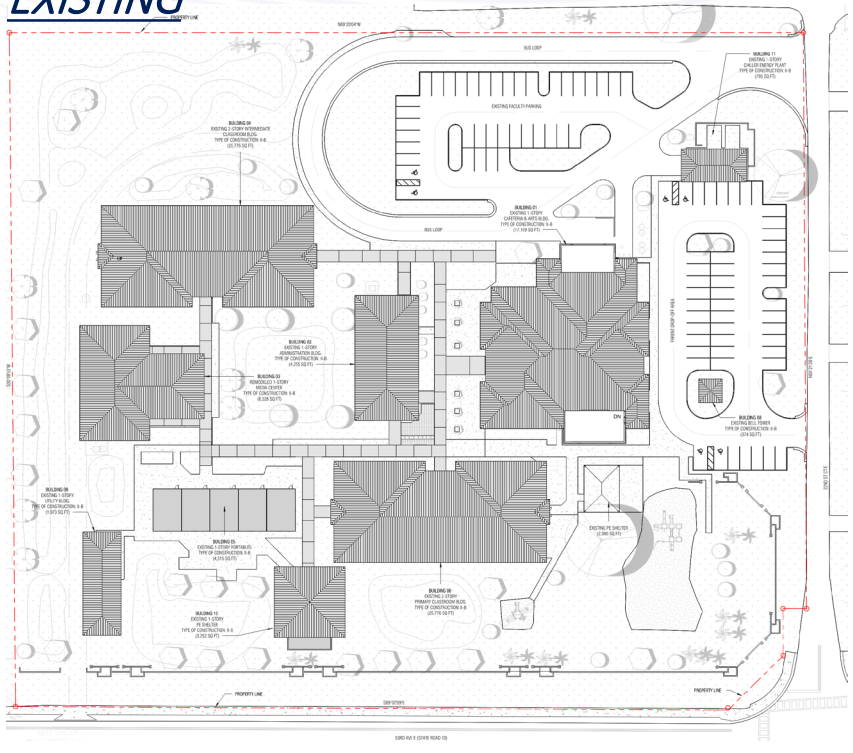
Project Scope

- Complete Renovation of existing facility
- Building addition
- Improve Jacobs FCI from 38.03% to less than 5%
- Replace mechanical systems and associated piping
- Replace plumbing systems and associated piping
- Building envelope improvements including window, door, and insulation systems
- Improve Technology infrastructure
- Enhance Campus Safety
- Replace Life Safety Systems including fire alarm
- Site improvements including storm water
- Improve on-site traffic queuing



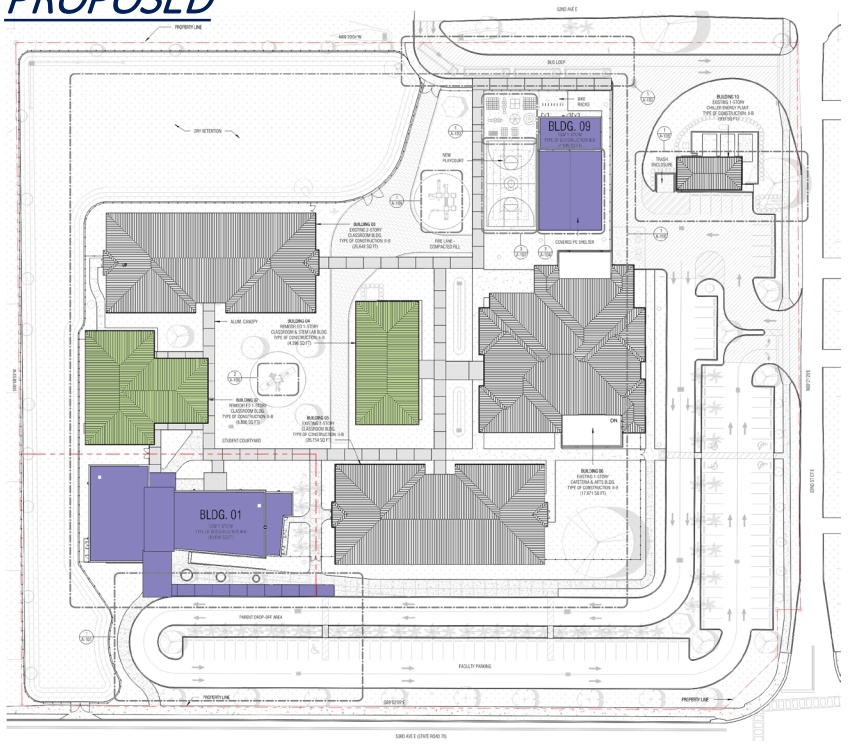
Oneco Elementary - Site Plan

EXISTING



N

PROPOSED



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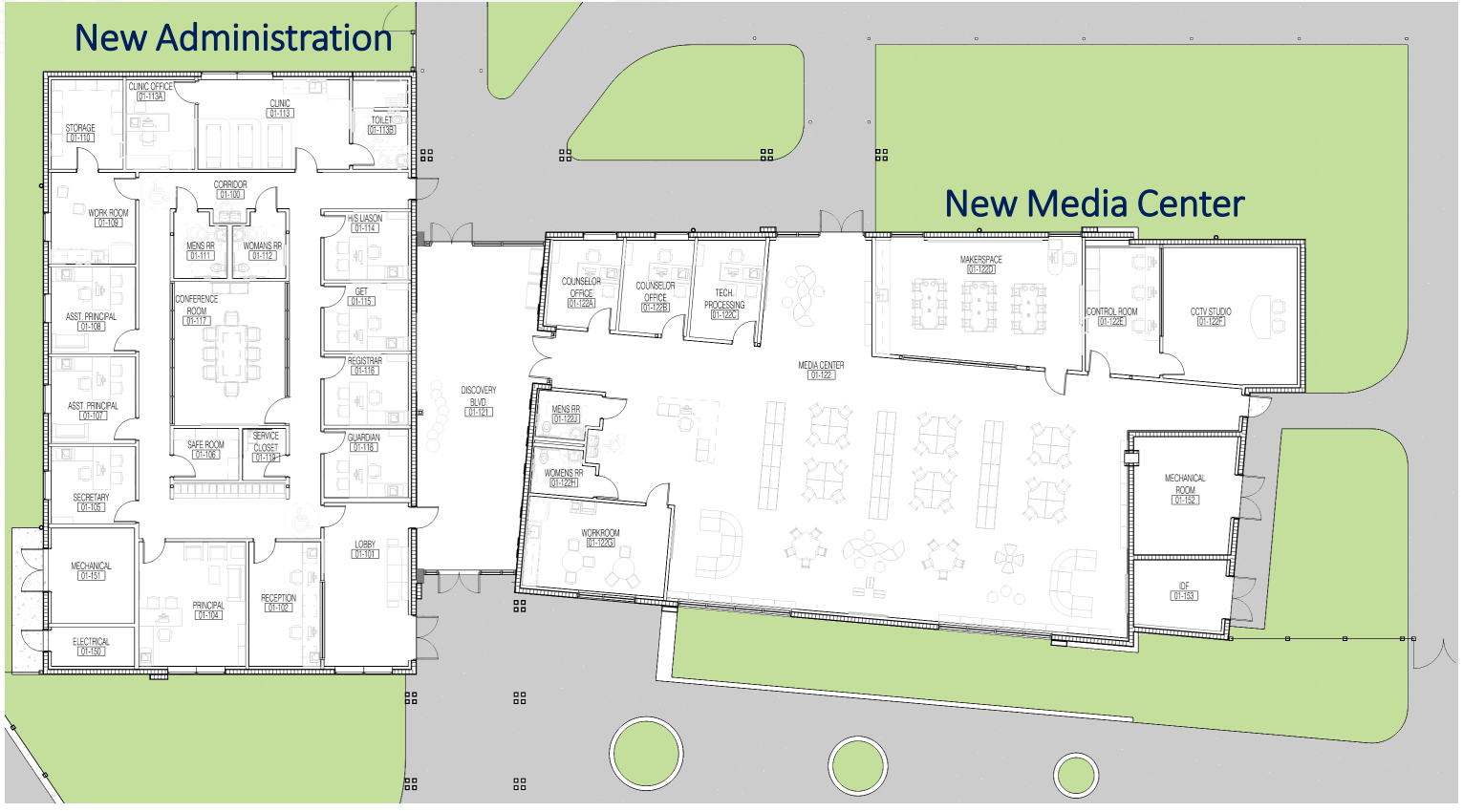
ZYSCOVICH ARCHITECTS

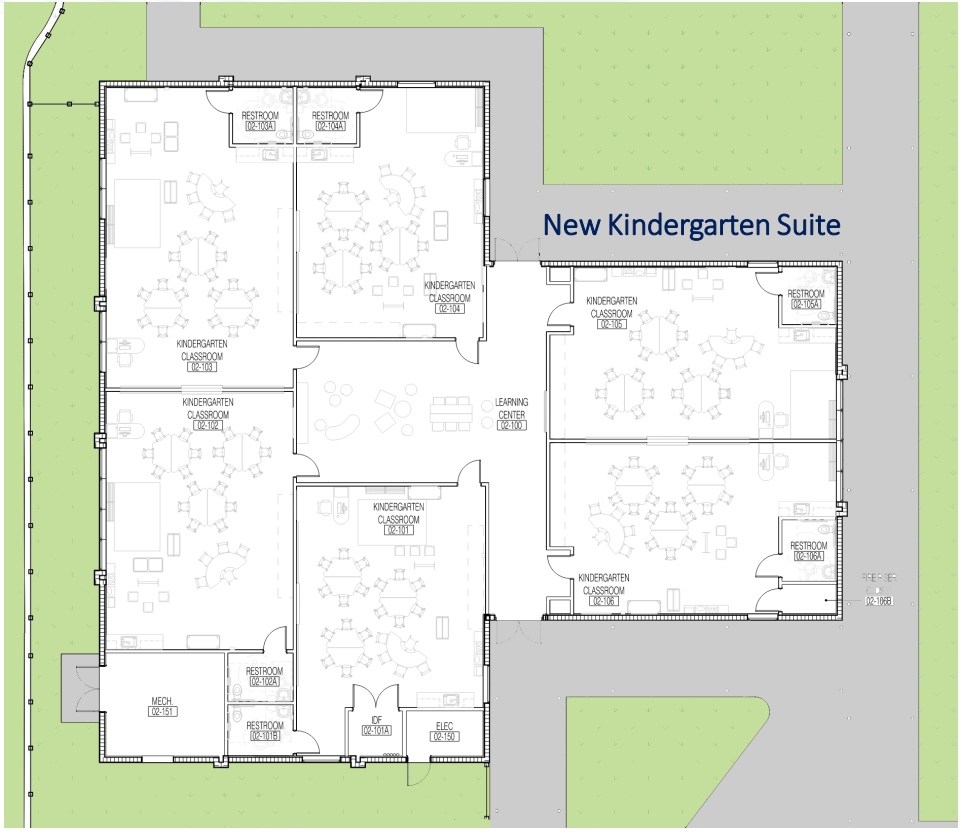
CPPI 38
CHARLES PERRY PARTNERS, INC

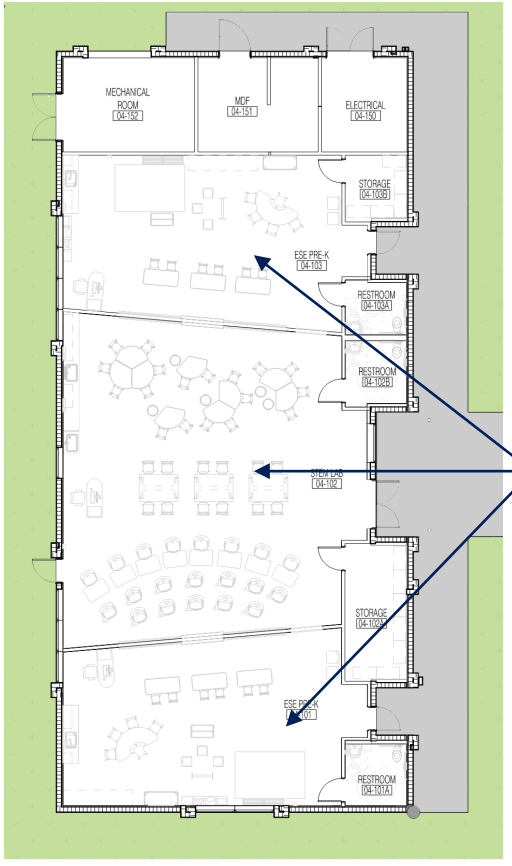
Oneco Elementary - New Building 1



Oneco Elementary - Renovation

BUILDING 02 & 04 FLOOR PLAN





New STEM and Classrooms

ZYSCOVICH ARCHITECTS

CPPI 40 CHARLES PERRY PARTNERS, INC

Oneco Elementary – New Main Entry

Civic Presence



Oneco Elementary - New Building 1

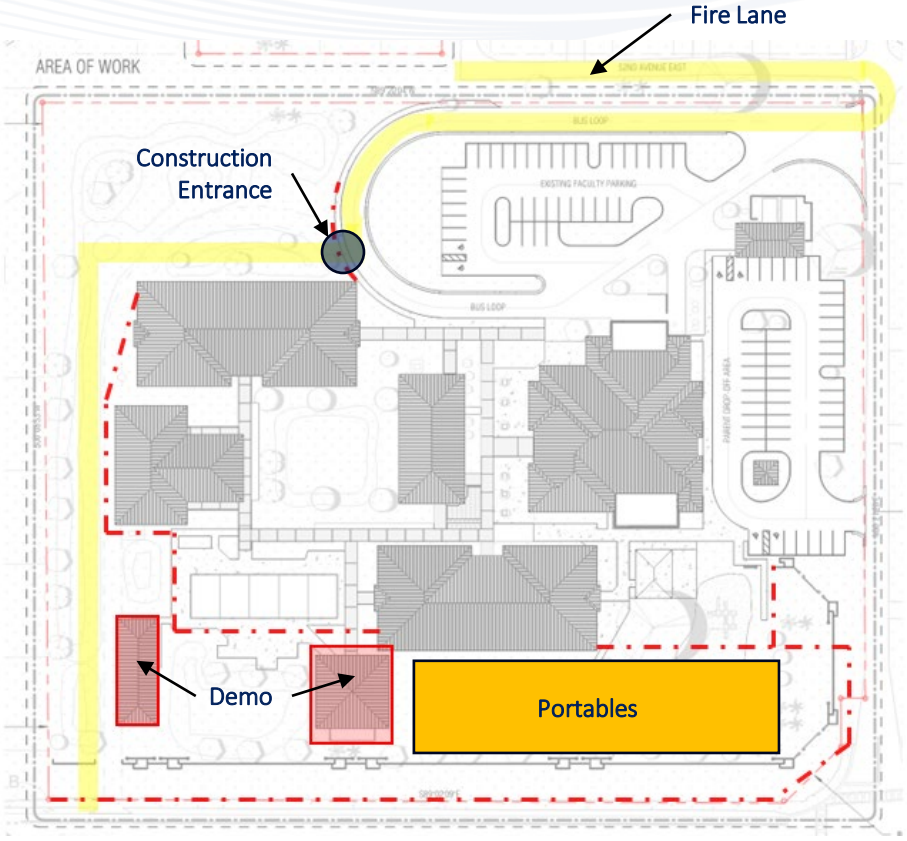
Discovery Boulevard



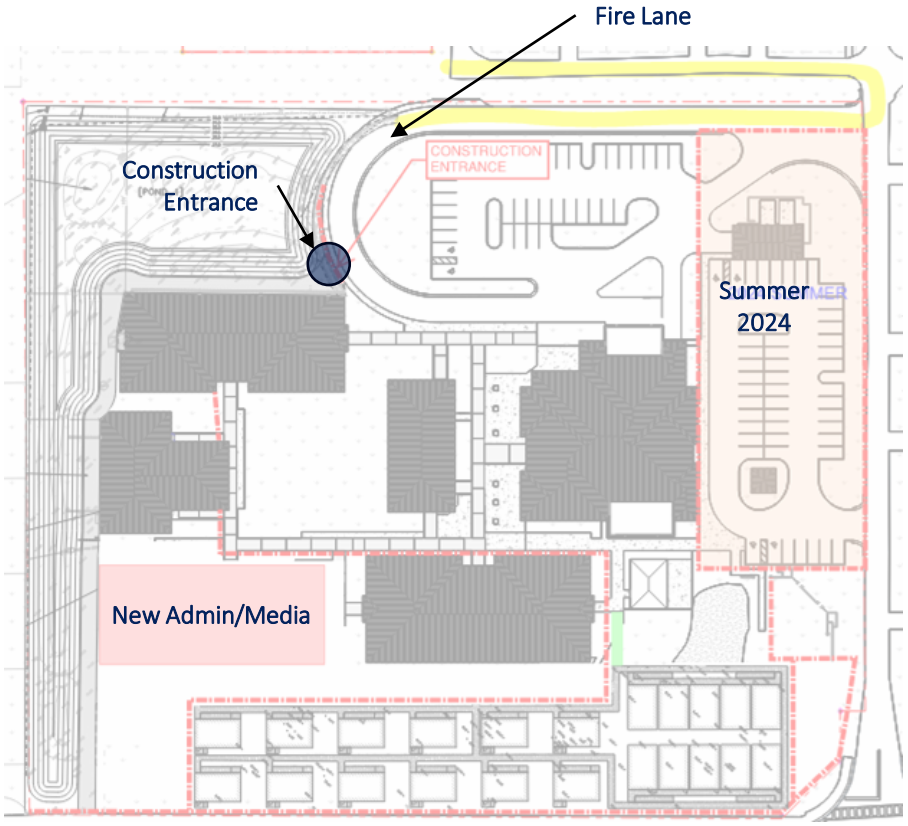
ZYSCOVICH ARCHITECTS

CPPI 42 CHARLES PERRY PARTNERS, INC

Phasing Plans



Phase 1 – Demo & Portables

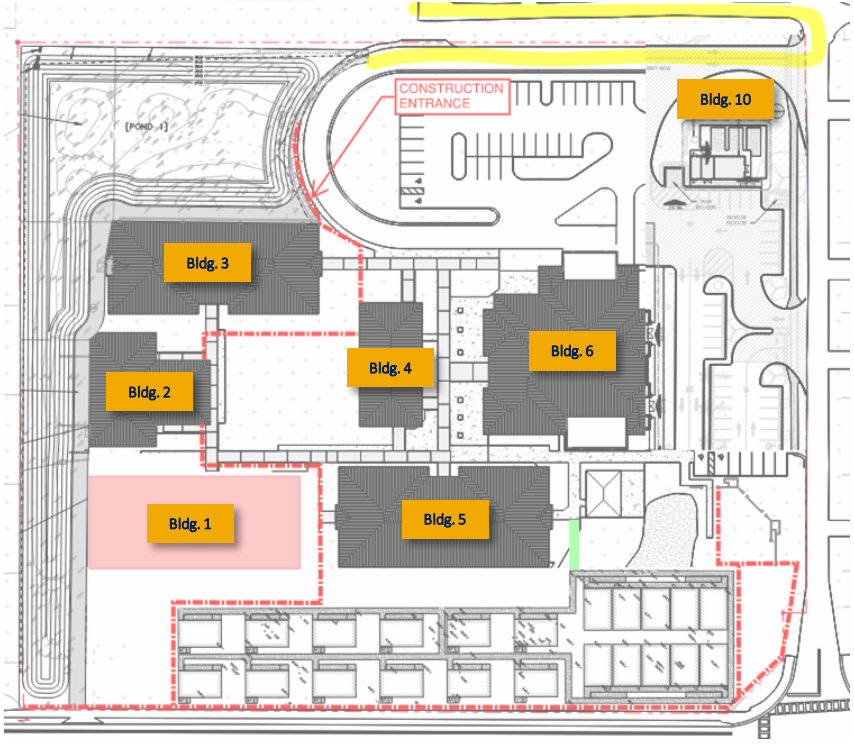


Phase 2 – Bldg. 1, 5, 2

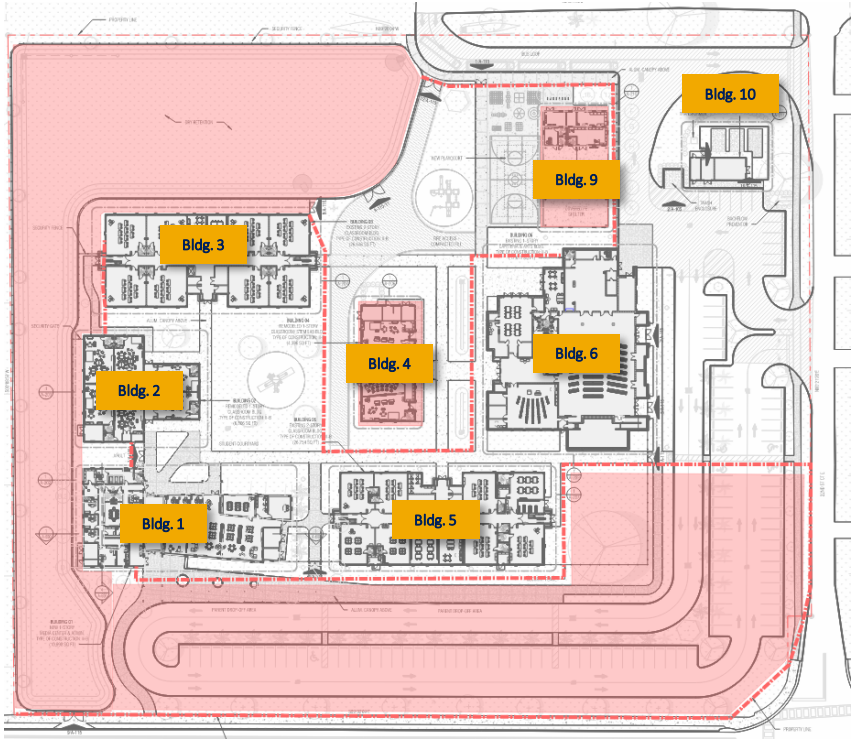
ZYSCOVICH ARCHITECTS

CPPI

Phasing Plans



Phase 3 – Bldg. 1, 2, 3

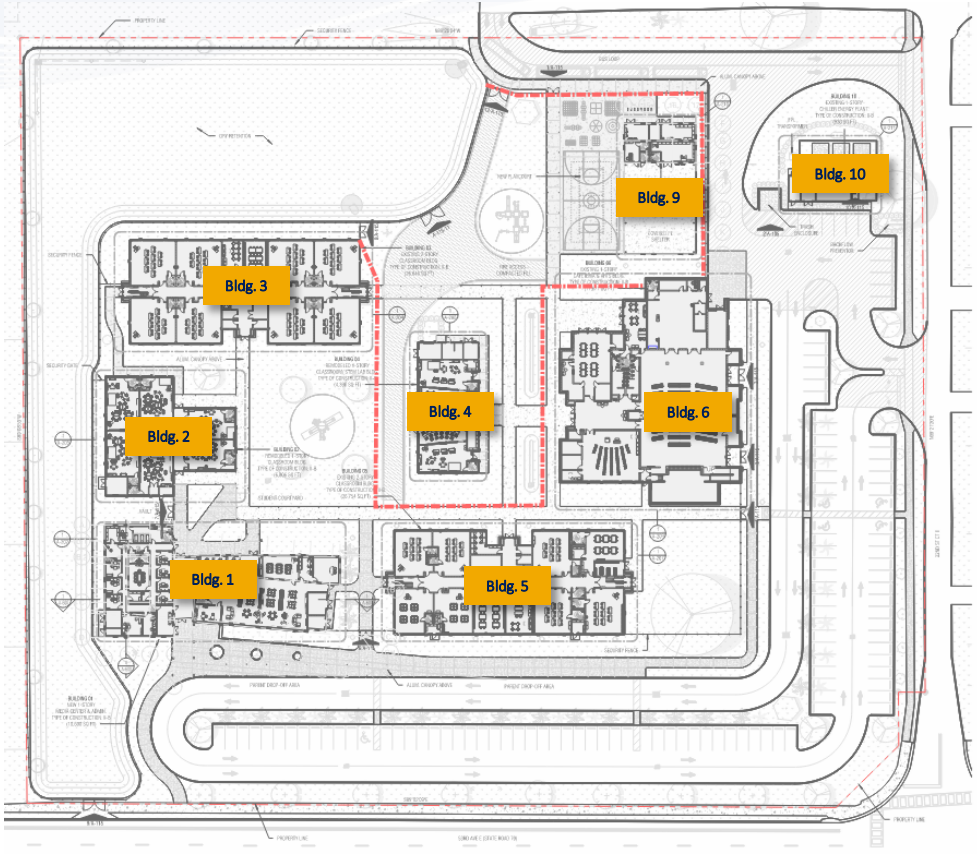


Phase 4 – S. Parking, Pond, Bldg. 4, Bldg. 9, Play Area

ZYSCOVICH ARCHITECTS

CPPI

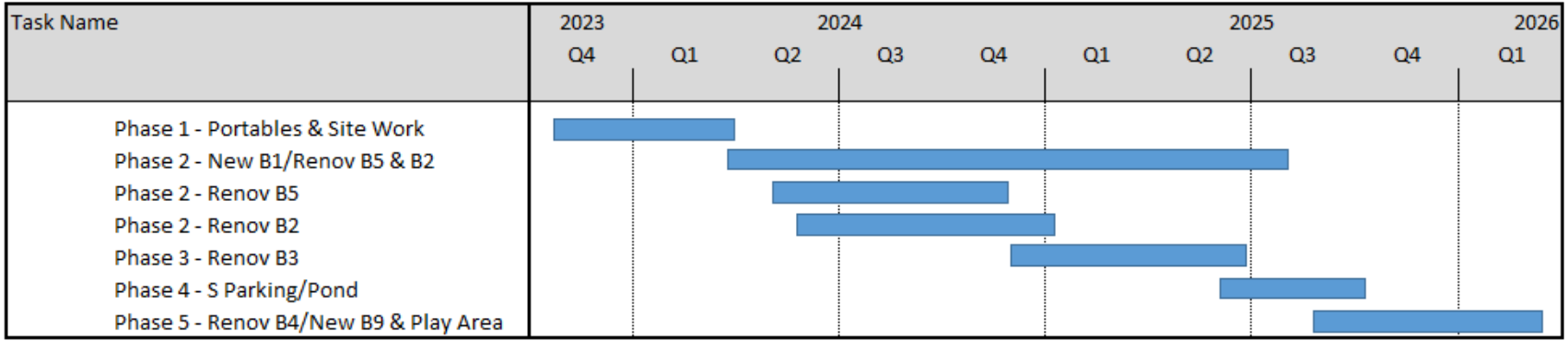
Phasing Plans



Phase 5 – Building 4, 9 Play Area

Project Schedule & Cost

Preconstruction Agreement	$	72,800
Preconstruction Amendment 1 – Site/Portables/HVAC/Electric	$	6,719,944
Guaranteed Maximum Price	$	27,944,558
Total	**$**	**34,737,302**



Department of Construction Services

ONECO ELEMENTARY
Addition & Renovation Project

Thank You!

ZYSCOVICH ARCHITECTS

CPPI CHARLES PERRY PARTNERS, INC

AGENDA ITEM NO. 10.2

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

Title
Student Attendance Support | Donna Rae Smith

Executive Summary
Donna Rae Smith will provide to the Board an informational presentation by Student Attendance Support to raise awareness of the Non-Profit work that is being accomplished in Manatee County.

Contact
Initiated By: School Board

AGENDA ITEM NO. 11.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) - *updated December 8, 2023*

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material December 12, 2023 - updated 12-8-2023

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Knitter, Yasuly	School Social Worker - 10 Mo. Professional Support Center **(Range $48,789-$89,275)**	11/13/2023
	Nixon, Diane	School Nurse, RN Bashaw Elementary **(Range $40,879-$75,399)**	11/13/2023
	Rife, Aubrey	College & Career Advisor Parrish Community High **(Range $43,338-$79,708)**	11/26/2023
	Roshchina, Irina	Executive Secretary, Administration School Support Center **(Range $40,282-$74,203)**	11/1/2023
	Schmoll, Stacy	School Social Worker - 10 Mo. Professional Support Center **(Range $48,789-$89,275)**	11/12/2023
Appointment/Para			
	Abdul-Ghaffar, Laila	Health Aide Southeast High	10/30/2023
	Brice, Sacouya	Teacher Aide, ESE Tillman Elementary	10/30/2023
	Castro Ruiz, Sonilma	Teacher Aide, ESOL Palmetto High	11/12/2023
	Cruz, Denise	Teacher Aide, ESE Oneco Elementary	11/13/2023
	Davis, Stacy	Teacher Aide, ESE, One-on-One Freedom Elementary	11/13/2023
	De La Torre, Emily	Teacher Aide, ESOL Buffalo Creek Middle	10/30/2023
	Escalante Zurbaran, Hilen	Teacher Aide, ESOL Daughtrey Elementary	10/30/2023
	Gonzalez-Sanchez, Yadelis	Teacher Aide, ES Manatee Elementary	10/30/2023

Type		Information/Position/Location	Eff Date
	Guagenti, Nicole	Teacher Aide, ESE, One-on-One Braden River Middle	10/30/2023
	Johnson, John	Teacher Aide, ESE Manatee High	11/13/2023
	Meinczinger, Linda	Teacher Aide, ESE, One-on-One Bashaw Elementary	10/30/2023
	Ortiz Pazmino, Lorena	Teacher Aide, HS Braden River High	11/13/2023
	Ortiz, Hydalmy	Teacher Aide, ESE Rogers Garden-Bullock Elementary	11/13/2023
	Sandelis, Cesar	Teacher Aide, ES Daughtrey Elementary	11/13/2023
	Tiessen, Tina	Teacher Aide, ESE Rogers Garden-Bullock Elementary	11/13/2023
Appointment/Prof			
Req. 10262	*Burt, Thomas*	Third Grade Teacher Ballard Elementary **M.A. University of South Florida**	11/12/2023
Req. 10149	*Dejneka, Ulyana*	Teacher, ESOL Resource Bayshore High **M.A. Adelphi University**	11/12/2023
Req. 10125	*Esposito, Juliette*	Teacher, IND/SC Parrish Community High **B.S. Georgian Court University**	10/30/2023
Req. 10341	*Fallis, Mick*	Teacher, Language Arts, MS Haile Middle **M.S. Canisius College**	11/13/2023
Req. 9897	*Franco Cordero, Ana*	Teacher, Dual Language, ES Rogers Garden-Bullock Elementary **MBA University of Phoenix**	10/30/2023
Req. 9725	*Gabriel, Susan*	Fifth Grade Teacher Palm View K-8 **B.S. Indiana University**	11/26/2023

Type		Information/Position/Location	Eff Date
Req. 10230	Jones, Sammie	Teacher, VE Lee Middle **M.A. Stetson University**	10/30/2023
Req. 10120	Lee, Jocelyn	Teacher, IND/SC Prine Elementary **MSpEd Holy Cross of Davao College**	10/30/2023
Req. 10161	Marciniak, Daniel	Third Grade Teacher Harvey Elementary **B.S. Oakland University**	11/26/2023
Req. 10130	Marconi, Helenmarie	Teacher, IND/SC Nolan Middle **M.S. St. John's University**	11/12/2023
Req. 10172	McMurtry, Katrina	Third Grade Teacher Gullett Elementary **B.S. Murray State University**	11/13/2023
Req. 10222	Nettles, Aaron	Teacher, Language Arts, MS Lincoln Middle **B.S. University of West Alabama**	11/13/2023
Req. 10237	O'Came, Courtney	Teacher, Pre-K Handicapped Kinnan Elementary **B.A. Mount Marty College**	11/13/2023
Req. 10287	Obrien, Judith	Fourth Grade Teacher Gullett Elementary **MSpEd St. Joseph's College Quezon City**	11/13/2023
Req. 10014	Pangburn, Eric	Third Grade Teacher Samoset Elementary **Bachelor's Degree Federal Law Enforcement Training Center/Joint Counterintelligence Training Academy**	11/13/2023
Req. 10369	Parlor, Paula	Kindergarten Teacher Williams Elementary **B.S. Ashworth College**	11/12/2023
Req. 8460	Pendley, Abigail	Exceptional Student Educ Specialist Professional Support Center **B.S. Eastern Kentucky University**	11/26/2023

Type		Information/Position/Location	Eff Date
Req. 10136	Pintozzi, Cassidy	Second Grade Teacher Moody Elementary **B.A. Cottey College**	11/13/2023
Req. 10008	Ravitch, Rebecca	Teacher, ESOL Resource Sugg Middle **B.A. Clark University**	11/13/2023
Req. 10238	Wagner, Melissa	Teacher, Pre-K Handicapped Freedom Elementary **B.A. Lewis University**	11/13/2023
Req. 10169	Waters, Alisha	Counselor, ES Kinnan Elementary **M.S. Capella University**	11/6/2023
Req. 9886	Yeager, Laura	Third Grade Teacher Palm View K-8 **M.A. Towson University**	11/13/2023
Appointment/Supp			
	Balcom, Marvin	Warehouse Worker/Driver I Matzke Support Center	10/30/2023
	Bianchi, Gina	Cafeteria Manager I, Floater Wakeland Support Center	11/12/2023
	Briggs, Porschia	Bus Aide Matzke Support Center	11/26/2023
	Brunette, Catherine	Bus Driver Matzke Support Center	10/30/2023
	Brunette, Michael	Bus Driver Matzke Support Center	10/30/2023
	Carmona De Bracho, Luz	Lead Custodian I Johnson K-8	11/13/2023
	Corbett, Kelly	Guidance Clerk, ES Harllee Full Service Center	11/13/2023
	Dela Cruz, Jovelyn	Food Service Worker-5 Hr. Harllee Full Service Center	11/13/2023
	Dunca, Georgeta	Food Service-5 hr., Floater	10/30/2023

Type		Information/Position/Location	Eff Date
		Wakeland Support Center	
	Furlow, Evelyn	Food Service-5 Hr., Floater Wakeland Support Center	11/13/2023
	Hart, Delisha	Food Service Worker-6 Hr. Southeast High	11/12/2023
	Kirkland, Ashley	Food Service Worker-6 Hr. Sugg Middle	11/13/2023
	Knight, Karen	Food Service Worker-5 Hr. Gullett Elementary	11/13/2023
	Lopez Boscan, Manuel	Custodian 8 Hr. Haile Middle	10/30/2023
	Miguel Leon, Jessica	State Reports Specialist I School Support Center	11/27/2023
	Probst, Yustina	Tech Service Desk Specialist School Support Center	11/14/2023
	Rodriguez Torres, Harold	Custodian 8 Hr. Johnson K-8	10/30/2023
	Rose, Adam	Lead Custodian I Braden River Middle	11/13/2023
	Ross, Keyunna	Registrar I School Support Center	10/30/2023
	Roth, Caroll	School Registrar II, HS Bayshore High	11/13/2023
	Strunk, Roy	Food Service-5 Hr., Floater Wakeland Support Center	11/13/2023
	Szabad, Stephanie	Food Service Worker-5 Hr. Lakewood Ranch High	11/13/2023
	Tello, Isabel	Senior School Secretary, ES Manatee Elementary	10/30/2023
	Wilcox, Stanley	Custodian 8 Hr.	11/13/2023

Type		Information/Position/Location	Eff Date
		Harvey Elementary	
	Wilson, Mark	Food Service-5 Hr., Floater Wakeland Support Center	11/13/2023
	Winsler, Nicole	Food Service Worker-7 Hr. Sugg Middle	11/13/2023
	Yenobi, Christian	Custodian 4 Hr. Manatee Technical College	11/13/2023
Deceased/Supp			
	Francis, Frederick	Custodian 8 Hr. Haile Middle	11/6/2023
Promotion/Admin			Added 12/8/2023
	Kane, Jessica	From: Assistant Principal, MS Palm View K-8 To: Principal, MS Palm View K-8	1/4/2024
Resignation In Lieu of Termination			
	Moore, Mary	Fifth Grade Teacher Bayshore Elementary	12/12/2023
Resignation While Under Investigation			
	Rodriguez Mercado, Angel	Teacher Aide, ESOL Abel Elementary	11/30/2023
Resignation/Admin			
	Morton, Robyn	Transportation Safety Officer/Trainer Matzke Support Center	11/25/2023
	Opauski, Steven	Instructional TV & Prog Manager Professional Support Center	1/13/2024
Resignation/Para			
	Bautista, Bianca	Teacher Aide, ESE Prine Elementary	11/3/2023
	Bunce, Kimberly	Teacher Aide, ESE Palmetto High	11/3/2023
	Christ, Cindy	Teacher Aide, ESE Freedom Elementary	11/1/2023
	Everett, Wirneyla	Teacher Aide, ESOL Prine Elementary	11/1/2023

Type		Information/Position/Location	Eff Date
	Gaston, Lisamarie	Classroom Sub Blackburn Elementary	11/3/2023
	Harris, Shaquille	Teacher Assistant, MS, ISS Palm View K-8	11/27/2023
	Lauricella, Annette	Teacher Aide, ESE, One-on-One Williams Elementary	11/11/2023
	Maxwell, MaKayla	Teacher Aide, ESE Miller Elementary	11/17/2023
	Testori, Karen	Teacher Aide, Pre-K Mills Elementary	10/31/2023
	Wiedeman, Bonnie	Teacher Aide, ESE Oneco Elementary	11/7/2023
Resignation/Prof			
	Feldman, Barry	Teacher, Science, HS Parrish Community High	11/25/2023
	Johnson, Lara	Teacher, Mathematics, HS Horizons Academy	11/4/2023
	Marines, Annette	Fifth Grade Teacher Moody Elementary	11/10/2023
	McSpadden, Mary	Teacher, Resource Lee Middle	10/31/2023
	Mondell, Amber	Teacher, VE/SC Palmetto Elementary	12/1/2023
	Russell, Jessica	Teacher, Other Classroom Jain Middle	11/18/2023
Resignation/Supp			
	Calderon, Yenisse	Custodian 8 Hr. Manatee Technical College	10/31/2023
	Cardona Herrera, Maria	Food Service Worker-5 Hr. Lakewood Ranch High	10/31/2023
	Case, Amy	Guidance Clerk, ES Mills Elementary	12/2/2023

Type		Information/Position/Location	Eff Date
	Conklin, Matthew	Vehicle Mechanic Matzke Support Center	9/30/2023
	Galea, Michael	Food Service Worker-5 Hr. Manatee High	12/2/2023
	Johnson, Donna	Bus Aide Matzke Support Center	11/11/2023
	Labrake, Mark	Safety Guardian Matzke Support Center	12/23/2023
	Magdariaga Herrera, Yadilaisy	Custodian 8 Hr. Johnson K-8	11/16/2023
	Mitchell, Stephanie	State Report Specialist I School Support Center	11/10/2023
	Moore, Steven	Bus Driver Matzke Support Center	10/28/2023
	Ramadani, Elvira	Cafeteria Manager I Tara Elementary	11/25/2023
	Sargent, Ariel	School Bookkeeper, 12 Mo. Professional Support Center	11/25/2023
	Telfort, Florence	Food Service Worker-6 Hr. Sugg Middle	10/21/2023
	Thomas, Carla	Bus Driver Matzke Support Center	9/29/2023
	Urban, Adam	Bus Driver Matzke Support Center	11/3/2023
	Word, Clarence	Safety Guardian Matzke Support Center	11/7/2023
Retirement/Admin			
	Rodriguez, Carlo	Plant Manager Braden River High **16.25 Years**	11/11/2023
Retirement/Para			
	Brooks-Jewell, Marilynn	Teacher Assistant, Other Basic Juvenile Detention Center	2/1/2024

Type		Information/Position/Location	Eff Date
		21.60 Years	
Retirement/Prof			
	Feverston, Elizabeth	Third Grade Teacher Manatee Elementary **26.30 Years**	1/10/2024
	Mcallister, Teresa	Teacher, Reading, HS Lakewood Ranch High **21 Years**	1/1/2024
	Preseault, Celeste	Teacher, on Assignment - ESE Professional Support Center **38.19 Years**	2/1/2024
Retirement/Support			
	Allen, John	Equipment Operator Matzke Support Center **41.40 Years**	1/20/2024
	Story, Bobby	Electrician II Matzke Support Center **15.83 Years**	1/1/2024
	Young, Michael	Painter Matzke Support Center **29 Years**	1/6/2024
Termination/Admin			
	Pannone, Stephen	Live Video Production Manager Professional Support Center	10/31/2023
Termination/Para			
	Burns, Tiffany	Teacher Aide, ESE, One-on-One Bayshore Elementary	11/1/2023
	Watson, Francisca	Health Aide Abel Elementary	11/1/2023
Termination/Prof			
	Gretz, Gina	Teacher, Gifted Johnson K-8	11/10/2023
	Ruffo, Jennifer	Teacher, VE/SC Tillman Elementary	10/28/2023
	Riley, Rebecca	Kindergarten Teacher Daughtrey Elementary	11/7/2023
Termination/Support			
	Adams, Mary	Bus Driver Matzke Support Center	11/10/2023

Type		Information/Position/Location	Eff Date
	Bien Aime, Josue	Bus Driver Matzke Support Center	11/2/2023
	Garcia, Abby	Bus Driver Matzke Support Center	11/2/2023
	Montiel Medina, Genesis	Lead Custodian I Professional Support Center	10/26/2023
	Pena, Andrea	Guidance Clerk Lakewood Ranch High	10/30/2023
	Ubiera Santana, Omeiry	Custodian 8 Hr. Jain Middle	10/26/2023
	Verdier Derose, Beverly	Bus Aide Matzke Support Center	11/4/2023
Transfer/Admin			
	Escalante, Erick	From: Head Custodian I McNeal Elementary To: Plant Manager Braden River High	11/13/2023
	Gutierrez, Inti	From: Pest Control/Fire Extgng Tech Matzke Support Center To: Grounds Maintenance Manager Matzke Support Center	11/12/2023
	Menard, Lauri	From: Payroll Specialist School Support Center To: Budget Analyst I School Support Center	11/26/2023
	Peel, Danielle	From: Payroll Coordinator School Support Center To: Payroll Administrator School Support Center	11/13/2023
Transfer/Para			
	Arellano, Susana	From: Custodian 8 Hr. Braden River Middle To: Teacher Aide, ESOL Braden River Middle	11/26/2023
	Castro, Angelica	From: Teacher Aide, ESOL	10/29/2023

Type		Information/Position/Location	Eff Date
		Prine Elementary To: Teacher Aide, ESE, One-on-One Miller Elementary	
	Crellin, Lori	From: Food Service Worker-6 Hr. Bashaw Elementary To: Teacher Aide, ESE, One-on-One Freedom Elementary	11/13/2023
Transfer/Prof			
	Bartens, Jennifer	From: Classroom Sub Freedom Elementary To: Teacher, Pre-K Handicapped Freedom Elementary	11/26/2023
	Cristello, Traci	From: Counselor, HS Southeast High To: Counselor, HS Horizons Academy	11/12/2023
	Ferris, Laura	From: Teacher, VE Horizons Academy To: Student Support Specialist Horizons Academy	11/12/2023
	Silva, Jaime	From: Teacher Aide, ESOL Horizons Academy To: Teacher, Mathematics, HS Horizons Academy	11/12/2023
	Vargas Perez, Alicia	From: Home School Liaison Palmetto Elementary To: Kindergarten Teacher Palmetto Elementary	11/26/2023
Transfer/Support			
	Brinn, Tonya	From: Cafeteria Manager III Lincoln Middle To: Cafeteria Manager I Bashaw Elementary	11/13/2023
	Castle, Robin	From: Senior School Secretary, HS Parrish Community High To: Administrative Secretary Matzke Support Center	11/26/2023
	Coppa, John	From: Teacher Aide, ES, Title I	10/29/2023

Type	Information/Position/Location	Eff Date
	Samoset Elementary To: Senior School Secretary, ES Samoset Elementary	
Johnson, Bethany	From: HR Specialist II School Support Center To: School Clerical Assistant, 10 Mo. Palmetto High	11/12/2023
Reed, Jack	From: Teacher Aide, ES Tillman Elementary To: School Support Technician Tillman Elementary	11/12/2023

AGENDA ITEM NO. 11.2

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 12.12.2023
OOF ESOL 12.12.2023
OOF Reading 12.12.2023

Out of Field CONTENT 12.12.2023 Board Meeeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	English for Speakers of Other Languages (ESOL) K-12	5/31/2026
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2025
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2024
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	Elementary Education K-6	8/1/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Mcintosh,Beth S.	Anna Maria Elementary School	Tchr, Art, ES	Art K-12	5/31/2024
Werneke,Teresa Lynn	Ballard Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Harrah,Kiara Celeste	Bayshore Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Broxterman,Nicole Tadea	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Serrano,Theresa	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Swales,Cynthia Ann	Braden River High School	Tchr, VE	Middle Grades Mathematics 5-9	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades English 5-9	5/31/2024
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Middle Grades English 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Haile Middle School	Tchr, World Language, MS	World Language – Spanish K-12	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
DeGiulio,Jessica Marie	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Mullins,Ryan Alexander	Lee Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	5/31/2024
Neuman,Belen Jacqueline	Lee Middle School	Tchr, World Language, MS	Readinbg K-12	5/31/2024
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Manatee Technical College	Tchr, Industrial Education	Business Education 6-12	5/31/2024
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Kammou,Hadda	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Pintozzi,Cassidy Marie	Moody Elementary School	Tchr, Second Grade	Middle Grades English 5-9	5/31/2024

Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2024
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Blalock,Michael	Parrish Community High School	Tchr, Science, HS	Biology 6-12	5/31/2024
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Alberry,Erika L.	Rogers Garden-Bullock ES	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Burga Perez,Bruno	Rogers Garden-Bullock ES	Tchr, First Grade	Elementary Education K-6	5/31/2024
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Koka,Kiranmai	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Little,Aaron	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Mihalik,Donald Lee	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/9/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/8/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Washington,Paula	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	11/28/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Cray,Laura	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/22/2023
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	Gifted Endorsement Class 3	11/1/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023

Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, ES	Elementary Education K-6	10/22/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Robinson,Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2023
Maluchnik,Theresa Ann	Haile Middle School	Tchr, Social Studies, MS	English for Speakers of Other Languages (ESOL) K-12	8/1/2023
Shaffer,Amy C.	Abel Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Bock,Michael	Braden River High School	Tchr, Dropout Prevention, HS	Mathematics 6-12	5/31/2023
Reeves,Zachary	Braden River High School	Tchr, VE	Exceptional Student Education K-12	5/31/2023
Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
Guasp-Santos,Edwin	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Redden,Melanie J.	Harvey Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Erhardt Jr,Bruce Jeffery	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2023
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Middle Grades General Science 5-9	5/31/2023
Davis,Michael R	Southeast High School	Tchr, Reading, HS	Readinbg K-12	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 2	5/31/2023
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Washington,Paula	Daughtrey Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	11/23/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Suchy,Michael Joseph	Manatee High School	Tchr, VE	Physical Education K-12	10/12/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Weingold,Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022

Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/3/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2022
Walton,Ronald J.	Moody Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,Jim H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Benjoud,Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2022
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
Ceruti,Kaitlyn	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Daughtrey Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	5/1/2022
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	2/28/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2021
Russell,Jessica M	Jain Middle School	Tchr, Other Classroom	Middle Grades Mathematics 5-9	10/30/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/20/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Uhlinger,Chad C.	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/23/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021

Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Klaput,Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Soudijn,Cheryl A.	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2021
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2021
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Roth,Trisha L.	Mills Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2021
Aguado,Sarah Elizabeth	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2021
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Bomar,Brittani J.	Prine Elementary School	Tchr, Resource	Exceptional Student Education K-12	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Brydson,Raynard E.	Sea Breeze Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	5/30/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	2/28/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/23/2020
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/3/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2020
Zachary,Cassidy	Freedom Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2020
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Hair,Robbin J.	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Braden River Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2019
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019

Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	Elementary Education K-6	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Social Science 6-12	9/18/2019
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/1/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Koci,Stanley William	Sea Breeze Elementary School	Specialist, Student Support	Middle Grades General Science 5-9	5/31/2019
Deppen,Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	5/31/2019
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	3/20/2019
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	3/2/2019
Ramos,Laura Lili	Horizons Academy	Tchr, Critical Thinking	Middle Grades Mathematics 5-9	11/1/2018
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018
Maddox,Annette S.	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/6/2006

Out of Field ESOL 12.12.2023 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cuda,Brittany	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Duba,Arlene Mag-Aso	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2025
Capellan,Maria Margarita	Blackburn Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Fostin,Ashley	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duncan,William	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Atunrase,Keaira	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Trautner,Tracy	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Guevara,Stephanie M.	Myakka Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
McCaw,Kelsey	Palm View K-8 School	Teacher, Other Classroom	ESOL End. Class 1	8/1/2025
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Alcantara Jimenez,Ana	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Yesenia	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Mondell,Amber Renee	Palmetto Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sciortino,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Wallace,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Guzman,Bridget	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Grooms,Megan Alyssa	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025

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

Wade,Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Watkins,Jodi	Miller Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Blanco,Elizabeth A	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Tinl,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Blanco-Lopez,Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Chindamo,Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Rush,Cynthia Lee	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
Cobb,Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Klecka,Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Li,Stephanie	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/24/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/4/2023
Walter,Tess	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Sawyer,Teri Leah	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Adams,Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023

Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Perry,Sarah A.	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/1/2023
Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Bono,Noelle	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Alston,Holly I	Buffalo Creek Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Exec Dir, Teaching & Learning	Tchr-Spcl Assgn,Basic Instruct	ESOL End. Class 1	8/1/2023
Baialardo,Sonny	Freedom Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Milazzo,Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Williams,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Arsalai,Sadaf M	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Hamel,Kelly L	Jain Middle School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Alvarez,Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Cole,Emily Jean	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Byrne,Adrianna Marie	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Romain,Kenicka Patrice	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hogue,Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Miller,Jessica Laine	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Botros,Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Lavigne,Jamie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2022
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022

Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Morales-Correa,Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Anderson,Jessica L	Blackburn Elementary School	Coordinator	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2022
Austin,Taylor Nicole	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Luchuk,Mary A	Buffalo Creek Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2022
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Thompson,Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Abend,Tristan Louis	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Gomes,Lisa	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2022
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Lubbers,Jess William	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Page,Anita E	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Campbell,Patricia A.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Murphy,Bonnie H	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Hennessy-Seguin,Megan	Myakka Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Weems,Kristen Marie	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Griffon,Joy L.	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Walker,Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Daspit,Katie Lyn	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2022
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Highers,Jamie S.	Stewart Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Cardozo,Chelsea A.	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Hardin,Kerri Nicole	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Heasley,Cherie Michelle	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Morgan,Melissa Elizabeth	Bashaw Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Eidson,Kaehla Jo	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Lehman,Tracie Leigh	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Riccio,Christine M	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2021
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Bickford,Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Wolff,Eric M.	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021

Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2021
McCray,Juliette L.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Baker,Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Stiebeling,Megan A	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Best,Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
DePatie,Alison Layne	Parrish Community High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2021
Lenard,Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Williams,Bradley Matthew	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2021
Bagley,Katie E	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Babakarkhil,Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Jaimes,Maria D.	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Sartori Amsberry,Phoebe Viola	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	8/1/2021
Cartwright,Elizabeth G.	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Jackson,Brandi L.	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Seiler,Tracy A.	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	5/17/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Scott,Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fallgren,Regina N.	Anna Maria Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2020
Pond,Kelli	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2020
Llamas,Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Moore,Peggy L.	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Holly,Elizabeth Anne	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Reed,Melissa J	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Peterson,Lisa Ann	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Schmitz,Lucas Mark	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Ferreira,Rebecca A	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Peters,David A.	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Winfield,Meigan W.	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Wikstrom,Kristin J	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Sandberg,Sarah Anna	Manatee High School	Tchr, VE	ESOL End. Class 1	8/1/2020
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Hale,Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Petrucci,Laura Ann	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Roche,Rita L	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Mayoral,Melissa	Oneco Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2020
Severo,Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Smith,Olivia Nicole	Palma Sola Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Post,Kristy	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Springer,Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Stanford,Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2020

McCarron,Aurora Jean	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Russ,Carrie N.	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Ruiz,Justin	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Connolly,Karen M.	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Brooks,Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Candelora Baker,Nicole Emily	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Urban,Tiffany Anne	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Moeller,Renee M	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Erby,Lisa Denise	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Cochran,Elizabeth Mikala	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Chalmers,Wendi Lynn	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2019
Hosker,Jeanne M.	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Ventling,Olivia C.	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Rumbaugh,Meghan Leigh	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Shea,Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Merrill,Kendra	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2019
Givens,Phyllis K.	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2019
Peters,Tina M.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Boyd,Malinda A.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Mckenzie,Stephanie Kay	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Jett,Sarah E	Moody Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2019
Coston,William F	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2019
Jones,Kimberly Ann	Oneco Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Small,Tyler P.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2019
Graczyk,Alycia Dawn	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Wagstaff,Michele Lynn	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2019
McKellick,Amber K.	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Bixler,Kathleen A.	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Parlor,Paula	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	ESOL End. Class 1	6/1/2019
Clark,Julie L	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Rulhe,Heather Lyn	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Comegno,Iris Chela	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Balatoni,Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2018
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Jandula,Sommer Brooke	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Thomas,Sheree A.	Lee Middle School	Reading Coach, MS	ESOL End. Class 1	8/1/2018
Gilbert,William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Gibson,Dana D.	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2018
Sirota,Leigh M.	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Brantley,Katie Leigh	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018
Frisbie,Jason E.	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2018
Smith,Jennifer M.	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2018
Winston,Lora A	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/4/2017

Baranowski,Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2017
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2017
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	ESOL End. Class 3	8/1/2017
Neri,Anna Marie	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2017
Cline,Ka L.	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	8/1/2017
Nelson,Stacie Lynn	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Pena,Olga Tereza	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Lima,Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Wright,Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Boswell,Courtney Raye	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2017
Cannon,Angela Marie	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Carroll,Laura B.	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	1/1/2017
Fluellen-Reitwiesner,Regina F.	Jain Middle School	Tchr, VE	ESOL End. Class 1	12/5/2016
Keogh,Joseph R	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2016
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
Kudelko,David M.	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Holmes,Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2016
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	ESOL End. Class 1	8/1/2016
Nunn,Kristen Marie	Witt Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Mcclone,Jillian B.	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/8/2016
Grant,Jennifer M.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/14/2015
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	12/14/2015
Ajani-Smith,Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2015
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2015
Baker,Sarah A.	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2015
Waldrop,Stephanie K.	Mills Elementary School	Tchr, First Grade	ESOL End. Class 1	7/1/2015
Miller,Cory D.	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/1/2015
Rambo,Christopher A.	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2014
Mason,Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2014
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2014
Anderson,Heather L.	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/12/2014
Cummins,Anthony C.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2013
Bizek,Sara B.	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2013
Keenan,Cara G.	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	7/1/2013
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2013
Lyons,Michelle N.	Moody Elementary School	Counselor ES	ESOL End. Class 1	7/1/2013
Barquero Diaz,Lillian Esther	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	2/20/2013
Bowers,Ann E.	Braden River Middle School	Tchr, VE	ESOL End. Class 1	8/1/2012
Baxter,Maurice R.	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2012
Padgett,Nancy A.	McNeal Elementary School	Counselor ES	ESOL End. Class 1	8/1/2012
Douglas,Kelli D.	Palmetto High School	Tchr, VE	ESOL End. Class 1	8/1/2012
Lyons,Kathleen M.	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	7/1/2012
Nickerson,Susan Victoria	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/11/2012
Violette,David G.	Willis Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	7/1/2011
D'Urso,Maureen F	Palmetto High School	Tchr, VE	ESOL End. Class 1	4/19/2011
Norman-Webb,Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	1/19/2011
Phillips,Kristen L.	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2010
Kanai,Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	7/1/2010
Babroski,Angela C.	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2009
Morris,Amy E.	Miller Elementary School	Tchr, VE	ESOL End. Class 1	10/25/2007
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Odell,Keltie B.	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	8/1/2007
Cropsey,Mary L.	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/19/2006
Lynch,Sarah M.	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	4/26/2006
Ralston,Tammy M.	Manatee Technical College	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/20/2006
Hinton,Renee P.	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/24/2005
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004
Mccaw,Lauren A.	Gullett Elementary School	Specialist, Student Support	ESOL End. Class 1	6/30/2004
Phillips,Erika S.	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/30/2004
Palmiere,Kelly M.	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/2/2003

Wardell,Amy L.	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/3/2002
Tillett,Julie D.	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	6/1/2001
Sweetland,Emilee R.	Lincoln Memorial Middle School	Reading Coach, MS	ESOL End. Class 1	5/8/2001
Dacosta,Maria H.	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/6/2000
Overby,Molly Greene	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/18/1998
Perkins,Sonja M.	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/23/1998
Russin,Laura L.	Braden River High School	Tchr, Science, HS	ESOL End. Class 1	8/21/1997
Muldoon,Michael W.	ESE	Tchr, Spcl Assgnmt, ESE	ESOL End. Class 1	8/1/1992

Out of Field READING 12.12.2023 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
DeDomenico,Lorianne Marie	Manatee Elementary School	Reading Coach, ES	Reading Endorsement	5/31/2024
Garcia,Frances	Blackburn Elementary School	Tchr, Kindergarten	Reading Endorsement Class 3	11/1/2023
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 3	11/1/2023
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 3	11/1/2023
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 3	11/1/2023
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 3	11/1/2023
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 3	11/1/2023
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 3	11/1/2023
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 3	5/31/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 2	11/1/2022
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 2	11/1/2022
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 2	11/1/2022
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 2	11/1/2022
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 3	11/1/2022
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 2	11/1/2022
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 2	11/1/2022
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 2	11/1/2022
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 1	11/1/2021
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Coppola,Alison	Harvey Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 2	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Reyes,Claudia R	Palm View K-8 School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/1/2021
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021

Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/10/2021
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 2	5/31/2021
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 2	11/1/2020
Holbrook,Colleen V.	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 2	10/10/2020
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	8/1/2020
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2019
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	10/10/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	5/31/2019
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 11.3

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The Community Foundation of Sarasota County, Inc. has approved a grant to the School District of Manatee County.

Grant number 0384 in the amount of $100,000.00 was provided by the Campaign for Grade Level Reading Fund. The funds were provided by Pat and Bob Gussin to support Samoset Elementary School in the following ways:

- Support for the hiring of Paraprofessionals
- Accelerated Reader: A three-year subscription to Accelerated Reader (AR).
- Technology/Headsets: Purchase of headsets or related technology to allow for independent computer work.

A Community Impact Team with The Community Foundation of Sarasota County, Inc. will work closely with the School District of Manatee County to develop project milestones and gather updates.

The guidelines regarding the grant are attached for review.

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.

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.

Recommendation
The Superintendent recommends approval to accept and expend the Community Foundation of Sarasota County, Inc. grant funds provided by the Gussin Family to support Samoset Elementary, in the amount of $100,000.00. (Incoming Grant Funds)

Financial Impact
There is no cost to the General Fund. The District will receive grant funds in the amount of $100,000.00.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
0384 Gussin 23.24

COMMUNITY FOUNDATION OF SARASOTA COUNTY

Campaign for Grade Level Reading Fund
Community Foundation of Sarasota County, Inc.
2635 Fruitville Road
Sarasota, FL 34237
941-955-3000

Bank of America
ACH R/T 063100277

151301 151301

OCT 16 2023 DATE 09/29/2023

PAY * One Hundred Thousand and no/100 * DOLLARS $***100,000.00

Void after 180 days

TO THE ORDER OF

Samoset Elementary
ATTN: Ms. Samara Hemingway Primous
3300 19th Street East
Bradenton, FL 34208

RUB RED IMAGE FADES WITH HEAT

⑈151301⑈ ⑆063000047⑆ 008981721028⑈

COMMUNITY FOUNDATION OF SARASOTA COUNTY

Campaign for Grade Level Reading Fund
Community Foundation of Sarasota County, Inc.
2635 Fruitville Road
Sarasota, FL 34237
941-955-3000

Date: 09/29/2023

It is our pleasure to enclose the above check from The Community Foundation of Sarasota County, Inc. This grant is provided by the **Campaign for Grade Level Reading Fund**.

Grant Purpose: To support literacy initiatives at Samoset Elem. (inc. hiring extra paras to help increase 3rd grade reading scores, purchasing new Accelerated Reader program, providing addit'l books & headphones

Grant Reference #: 20241186
Grant Amount: 100,000.00
Grant Recipient: Samoset Elementary
Check #: 151301

Please read the enclosed grant letter/contract/agreement. Depositing this check indicates acknowledgement of your acceptance of the terms and purpose of the grant. If you have any questions regarding this payment, please call us at 941.955.3000.

NEW VILLAGE PRINTING 913-268-4480

COMMUNITY FOUNDATION of Sarasota County

OCT 16 2023

Grant Award

Congratulations! It is our pleasure to inform you that the Community Foundation of Sarasota County has approved a grant to your organization. We truly appreciate the time your organization took to complete this grant application and the work your organization does to address our community's needs.

The grant period begins on the date of the attached check and ends 12 months from that date. Depositing grant checks indicates acknowledgment of your acceptance of the terms and purpose of the grant.

As a grantee of the Community Foundation, we expect:

- A **press release** demonstrating how this funding will contribute to your organization's work and success. Please reference our digital Press Kit (https://www.cfsarasota.org/nonprofits/grants/press-kit-for-grantees) to help draft your message and coordinate review by emailing a draft of your message to communications@cfsarasota.org.
- A **final grant report** to be submitted within 12 months of the grant date. You can access the grant report form electronically by logging into online grants module at https://cfsarasotagrants.communityforce.com
    - Once you log in, click on the title of the grant for which you are submitting a report
    - You should see a new section titled "Grant Report" at the bottom of the page.
    - Please test this now and review the questions in advance. If you cannot access the grant report or you have other questions, please do not hesitate to reach out.
- If your organization wishes to extend the grant period, you must receive written permission by emailing impact@cfsarasota.org. *Please note: An incomplete, late, or missing report may delay opportunities to apply for grants in the future.*

Again, congratulations on being selected for this grant opportunity and we are happy to support your continued work in our community!

AGENDA ITEM NO. 11.4

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the Stronger Connections Grant (SCG) program is to establish and support safer and healthier learning environments in school communities through the implementation of programs to support safe and healthy students under section 4108 of the Elementary and Secondary Education Act (ESEA).

The School District of Manatee County (SDMC) received notification of the competitive Stronger Connections Grant from the Florida Department of Education for the 2024-2026 School Years in an amount up to $1,500,000.00. SDMC intends to implement the Building Resiliency Now and Beyond initiative to support students, staff, teachers, and families to improve the school environment, including but not limited to, engagement, belonging, and grit. The grant activities will specifically support students with disabilities and English Language Learners.

The SDMC will implement the following programs:
- Increasing student connection and sense of belonging through ongoing job embedded professional development
- Promoting supportive school climates, enhancing a healthy learning environment through evidence-based strategies
- Parent involvement through resiliency resources and outreach

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

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

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

Ready For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Stronger Connections Grant for the 2024-2026 School Years, in the amount of $1,500,000.00 (Anticipated Incoming Grant Funds).

Financial Impact
There is no financial impact to the General Fund. The District is projected to receive the Stronger Connections Grant, in the amount of $1,500,000.00.

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

Attachments:
SDMC Stronger Connections Application
Year 1 - SDMC DOE 101S Stronger Connection Grant
Year 2 - SDMC DOE 101S Stronger Connection Grant

Stronger Connections Grant Program 2023-2026 Application

Bureau of Federal Educational Programs

Local Educational Agency (LEA): School District of Manatee County

Contact Name: Mario Mendoza

Contact Title: Coordinator, Title IV, Part A

Contact Telephone: 941-751-6550 extension 43333

Contact E-mail: mendozam@manateeschools.net

For more information, please contact:
Title IV, Part A
Phone: (850) 245-0479
Email: T4A@fldoe.org

Assurances

The assurances for the Stronger Connections Grant (SCG) are as follows:

- The Local Educational Agency (LEA) has on file with the Florida Department of Education (FDOE) Office of the Comptroller a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book. The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely. The certification does not need to be resubmitted with this application, unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance or condition.
- The LEA assures that it will comply with all applicable supplement not supplant requirements in section 4110 of the Elementary and Secondary Education Act (ESEA), as amended.
- The LEA assures that it will provide equitable services to students and teachers in non-public schools as required under section 8501 of the ESEA.
    - The LEA assures that timely and meaningful consultation will occur between LEA and private school officials prior to any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel.
    - The LEA assures that it will maintain control of funds for the services and assistance provided to a non-public school with SCG funds.
    - The LEA assures that it will maintain title to materials, equipment, and property purchased with SCG funds.
    - The LEA assures that it will provide services to a non-public school with SCG funds directly, or through contract with, another public or private entity.
    - The LEA assures that equitable services provided with SCG funds are secular, neutral, and nonideological.
- The LEA assures that it will only use funds received to support one or more activities authorized under section 4108 of ESEA.
- The LEA assures it will not use funds for the provision to any person of a dangerous weapon or training in the use of a dangerous weapon as prohibited under Section 13401 of the Bipartisan Safer Communities Act, which amends section 8526 of the ESEA.
- The LEA assures it will track the SCG funds separately from its regular allocation under Title IV, Part A of the ESEA.
- The LEA assures it will use at least 40% of funds by the midpoint of the budget period.
- The LEA assures it will comply with Florida Statute, State Board of Education Rules and the K12 ESEA Common Federal Program Guidance.
- The LEA assures resources and materials purchased using SCG funds will receive a thorough review and all contents are in compliance with State Board of Education Rules and Florida Statute.

☒ By checking this box and providing a DOE 100 with the agency head's signature, I hereby certify that the LEA agrees to all the assurances of the Stronger Connections Grant program, and will abide by all federal, state and local laws.

Abstract (Required, but no points assigned)

Provide a brief summary of no more than 500 words describing the proposed project for the Stronger Connections Grant and the intended safe and healthy student outcomes. The summary must include the goals and objectives for each year of the grant.

The School District of Manatee County (SDMC) provides over 52,000 students in both public and charter schools with an exemplary student-focused education that develops them into lifelong learners to be globally competitive. Through funding from the Stronger Connections Grant, the district will provide a safe and academically rigorous environment, aligned to the new resiliency instruction, to prepare all students, especially English Language Learners (ELL) and Students with Disabilities (SWD), to become productive global citizens equipped with problem-solving skills, creativity, critical thinking, leadership, initiative, and self-direction. SDMC proactively developed strategies and interventions that will meet the needs of all of its students - especially those who are underserved or at-risk. Of its over 52,000 students, 15.9% are Students with Disabilities (non-gifted) and 12.5% are English Language Learners.

The School District of Manatee County intends to implement *Building Resiliency Now and Beyond* initiative to support students, staff, teachers, and families to improve the school environment, including but not limited to engagement, belonging, and GRIT. After identifying and comprehensively analyzing the many challenges facing the underserved students of Manatee County, it was determined that there is a critical need for resiliency work to support ELL and ESE students. *Building Resiliency Now and Beyond* is designed to provide tiered support for ELL and ESE students in the areas of instruction, achievement, and leadership skills. Through the interdepartmental collaboration of the ESE Department, ELL/Dual Language, Curriculum, and Professional Learning the School District of Manatee County will develop and implement strategic professional development, activities, and projects that will enhance instructional practices to support the facets of resiliency to our most fragile students, SWD and ELL. SDMC will enhance elements of the Professional Learning department to ensure all resiliency projects, activities, and training implemented will directly impact the district's ESE and ELL students. To cultivate systemic change in schools, all district leaders, school administrators, teachers, support staff, and stakeholders must utilize the same language to ensure a supportive, healthy, engaging learning environment to improve resiliency and academic achievement.

The *Building Resiliency Now and Beyond* was created with the overarching goal of increasing student resiliency and a sense of belonging within the School District of Manatee County. Based on Spring 2023 Climate Survey data, 31% of secondary students in SDMC felt a sense of belonging at their respective schools; 22% felt attentive and/or engaged in classroom instruction; 40% felt they could regulate their emotions.

This data demonstrates a strong need for *Building Resiliency Now and Beyond* in the School District of Manatee County. By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey for school environment that is disseminated twice a year. As student resiliency increases, student engagement and student achievement will therefore be positively impacted (Brown, 2023).

The SDMC will implement the following programs: Increasing student connection and sense of belonging through ongoing job embedded professional development, promoting supportive school climates, enhancing a healthy learning environment through evidenced based strategies, and parent involvement through resiliency resources and outreach.

Stakeholder Engagement (15 points possible)

Describe stakeholder engagement for the SCG. Include the types and number of stakeholders engaged and the method of engagement during the development of the application. Summarize the comments and feedback received during stakeholder engagement, and describe how feedback was incorporated during the development of the application. Describe the plan for the frequency and method of continuous stakeholder engagement during the project period and the topics in which stakeholders will be engaged.

Numerous stakeholders were engaged, leading to meaningful contributions towards the design and development of the Stronger Connections Grant (SCG). The types of stakeholders and number of stakeholders, as well as the methods of engagement that contributed to the development of the SCG are as follows:

•Parents (1573+) – 1. Surveys, quantitative parent input of needs and ideas were captured by Title I, Part A (1,545) and Title I, Part C (28), and furnished to assist with the writing of the Stronger Connections Grant. 2. Informal Dialogue - Qualitative parental input at individual school events and the District Community Resource Fairs as they engaged in Q&A and sharing of ideas at these events (3000+ attended events).

•Students (3,280) – Surveys - District-wide annual Student Climate Survey (3,280).

•Teachers (1160) – Surveys and Dialogue at trainings and meetings such as: Title I Teacher Survey (510), Mentor Teacher PD (120), CHAMPS/Spark trainings (150), and New Teacher trainings (280).

•School Leaders (District and Schools) (88) – Meetings at the district level administration (16) Department meetings (42). These meetings include leaders from Curriculum (all subject areas), Project Heart, ESOL, ESE, Music & Performing Arts, Drop Out Prevention, Assessment and Accountability, and Human Resources. Additionally, school level leaders participated in the Code of Conduct Committee meetings (25), which is a district-wide committee that examines discipline, school climate, impacts of discipline policy, and makes recommendations to the superintendent and schoolboard.

•Community members and Organizations (40+) – 1. Meetings include monthly Whole Child Manatee (40) (includes county wide non-profits to share input to challenges observed in our community). At these meetings community organizations discuss current issues to create awareness, problem-solve, and many volunteer services as part of a solution to presented challenges. 2. Dialogue at district-wide events such as the District Community Resource Fairs where community organizations such as MCR Health, Manatee Migrant Head Start, and Project Light participated in assisting families.

•Local government representatives (2) – Meetings include local police department representatives who participated in the Code of Conduct Committee meetings (2), which is a district-wide committee that examines discipline, school climate, impacts of discipline policy, and makes recommendations to the superintendent and schoolboard.

A summary of all the feedback received from all stakeholders is as follows:

•Teachers need and want training/professional development that focuses on teaching strategies and classroom management strategies, and how to meet the needs of ESE and ELL students. Teachers and administrators do not feel that most professional development should focus on how to utilize programs.

•The two most pressing conditions for improvement to favorable student experiences regarding Classroom/School Environment include Climate and Engagement. When analyzing Climate, ELL students fall at the 30th percentile while ESE students are at the 20th percentile (compared to other students in the nation). Climate at the secondary school level ranks both groups below the 10th percentile in the nation. Engagement at the elementary school level is at the 30th percentile for ESE and ELL students. Engagement for secondary students is at or below the 10th percentile in the country.

•Only 45% of parents surveyed had a strong feeling that, “There is a high level of trust between parents, teachers, administrators, and students at their child’s school.”

The feedback provided by our stakeholders is the principle reason this SCG application will focus heavily on utilizing professional development, supports for school climate, resources to elevate the learning environment, and increased parent engagement as a district-wide strategy to support ESE and ELL students. The areas in which teachers have expressed that there is a need for further training and professional growth can be linked directly to reducing the number of referrals received by ESE and ELL students. Staff learning to engage ESE and ELL students will also reduce the number of referrals but will also be aimed towards closing the achievement gap. Thus, the feedback of our stakeholders is clearly incorporated into the development of this application.

The engagement of our stakeholders will continue in the same manner their feedback was collected. The School District of Manatee County will once again hold Community Resource Events, schedule monthly Department meetings, and hold the Student Code of Conduct Committee meetings in the second semester of the school year. Furthermore, the School District of Manatee County will continue the practice of collecting annual student survey data, semi-annual parent survey data from Title I, Part A and Title I, Part C.

Needs Assessment (10 points possible)

Provide a summary of the needs assessment that includes:

- the identified need(s) and greatest challenges that could be addressed with SCG funds;
- a description of the sources and findings of data reviewed;
- a description of how stakeholder groups were engaged in the analysis and prioritization of identifying needs; and
- a description of any programs, activities, and resources already being used to address the identified need(s).

Note: Programs outlined in the program implementation section must have a demonstrated connection to the identified needs and challenges outlined in this summary.

As a result of stakeholder engagement that was included in the overall Comprehensive Needs Assessment, the School District of Manatee County aims to close the ELA academic achievement gap of ELL and ESE students. To achieve this objective, the School District of Manatee County will utilize the SCG for professional development focused on developing teacher efficacy in the professional practices that most directly impact the greatest needs of our ESE and ELL student population (Reference stakeholder engagement narrative). The two most pressing conditions for improvement to favorable student experiences regarding Classroom/School Environment include Climate and Engagement, which based on research impacts student achievement. Some of the needs of our ESE and ELL students are evidenced by the following data:

- ELA Standardized State Tests demonstrate an academic gap in proficiency for ESE and ELL students. There is a 25% gap in proficiency between ELL students and non-ELL students. The gap between ESE students and non-ESE students is 32%.
- When analyzing Climate, ELL students fall at the 30th percentile while ESE students are at the 20th percentile (compared to other students in the nation). Climate at the secondary school level ranks both groups below the 10th percentile in the nation.
- Nationally, Engagement at the elementary school level is at the 30th percentile for ESE and ELL students. Engagement for secondary students is at or below the 10th percentile in the country.

Stakeholders were engaged in the analysis and prioritization of identifying needs, especially through the Stakeholder Engagement process. Various types of meetings described in Stakeholder Engagement discussed topics and even possible solutions to address the needs of our ESE and ESOL students. Some examples from above include:

Parents – 1. Surveys - Only 45% of parents surveyed had a strong feeling that, “There is a high level of trust between parents, teachers, administrators, and students at their child’s school.” 2. Informal Dialogue - Qualitative parental input at individual school events and the District Community Resource Fairs as they engaged in Q&A and sharing of ideas at these events (3000+ attended events).

Students - Surveys - District-wide annual Student Climate Survey (3,280). Stakeholders such as students provided the data, through surveys, which led to information about the greatest priorities to be addressed (School Environment). Teachers– Surveys and Dialogue at trainings and meetings – teachers discussed their current needs and solutions to their needs. Teachers report a need and want for training/professional development that focuses on teaching strategies and classroom management strategies, and how to meet the needs of ESE and ELL students. Teachers and administrators do not feel that most professional development should focus on how to utilize programs.

School Leaders (District and Schools) – Meetings at the district level administration Department meetings analyzed data, identified areas of concern, and offered potential solutions. These meetings included leaders from Curriculum (all subject areas), Project Heart, ESOL, ESE, Music & Performing Arts, Drop Out Prevention, Assessment and Accountability, and Human Resources. Additionally, school level leaders participated in the Code of Conduct Committee meetings, which is a district-wide committee that examines discipline, school climate, impacts of discipline policy, and makes recommendations to the superintendent and schoolboard. Community members and Organizations – 1. Meetings include monthly Whole Child Manatee (includes county wide non-profits to share input to challenges observed in our community). At these meetings community organizations discuss current issues to create awareness, problem-solve, and many volunteer services as part of a solution to presented challenges. 2. Dialogue at district-wide events such as the District Community Resource Fairs where community organizations such as MCR Health, Manatee Migrant Head Start, and Project Light participated in assisting families. Local government representatives – Meetings include local police department representatives who participated in the Code of Conduct Committee meetings, which is a district-wide committee that examines discipline, school climate, impacts of discipline policy, and makes recommendations to the superintendent and schoolboard.

Some programs/activities/resources currently being used to address the identified needs include:

A districtwide behavior framework, CHAMPS, New Teacher Mentor Program, Ellevation, and multiple District Community Resource Fairs offered semiannually.

Program Implementation (35 points possible)

Describe the program and the specific activities within in it the LEA plans to implement with SCG funds. For each proposed program, provide the following information in the template:

- the type of safe and healthy program or activity;
- a description and how the program will be implemented including an explanation of the activities;
- the connection to the needs assessment;
- the group of students impacted by the program and the approximate number of students that will be served;
- A description of how the program prioritizes English Language Learners (ELLs) and/or Students with Disabilities (SWDs);
- the goals, objectives, and anticipated student outcomes;
- the implementation timeline including the expected grant year; and
- the program measures that will be used to monitor for implementation effectiveness.

At least one program must prioritize the provision of safe, healthy, and supportive learning environments for only ELLs and/or SWDs to improve their academic achievement and resiliency and/or reduce absenteeism.

All programs must prioritize the provision of safe, healthy, and supportive learning environments for ELLs and/or SWDs.

Note: Five program activity templates are included in this application. If additional program activity templates are needed, copy, cut, and paste additional tables. If less than five are needed, delete the extra templates.

Program Implementation

PROGRAM #1 – Increase student connection and sense of belonging at school through ongoing job embedded professional development and learning

1. Select the primary type of safe and healthy program or activity.

Providing high-quality training for school personnel related to an aspect of providing safe and healthy learning conditions

2. Describe how the program will be implemented with specific activities included.

SDMC's comprehensive design of professional learning focused in student-centered, high impact strategies will increase the capacity of Manatee's administration and teachers, with emphasis on recognizing and supporting the vast needs of ESE and ELL students. The professional learning plan will include the following but not limited to: Summer Institute: Building Resiliency Now and Beyond, professional conferences and collaborative professional learning activities.

Objective 1: Professional Learning Specialists. Two professional learning specialists will play a critical role in implementing the district learning plan, Resiliency, Now and Beyond. These specialists will share their expertise in pedagogy and instructional strategies to impact high-quality professional learning to improve student outcomes.

Objective 2: Professional Learning- Summer Institute with following up trainings- Summer Institute: Resiliency, Now and Beyond. This institute will include but not be limited to Resiliency Practices, Restorative Practices, Trauma informed care and ESE and ELL teaching strategies. Additionally, FLDRS and FINN will provide trainings at no charge to the district to provide ESE instructional strategies. This summer institute will have a target audience of both teachers and paraprofessionals who serve ESE and ELL students.

Professional learning opportunities offered to staff who support ELL and ESE students will include a Summer Institute comprised of multi-day training in the following areas not limited to: giving K12 educators the "how" to provide accessible content and assist all students, including struggling ELL and ESE, creating a calm learning environment is necessary for students to reach their full potential in academic performance, building structures within the school community that will develop trust and mutual respect, best practices in Universal Design to support inclusive practices, and implementing specifically designed instruction, and individual supports for students with disabilities to be successful academically.

Teachers will receive 2 days of professional learning. Each day will consist of 6 hours of training with paid stipends at $20.00 per hour for approximately 400 K-12 educators. Teaching staff from private and charter schools will also receive the opportunity to attend the institute. Training will align with the Manatee County Strategic Plan goal to establish professional learning systems to advance continuous academic improvements.

Objective 3: Job Embedded Professional Development. Educators, both teachers and paraprofessionals, will be provided an opportunity for Non-Contracted Hourly Professional Development to be performed After hours/weekend profession development sessions for Students with Disabilities and English Language Learners 400 participants, for 6 hours.

Objective 4: Instructional Coaching. The SDMC will enhance its District Instructional Coaching Plan to create a coaching network where all departments districtwide utilize the same language to support its learners who need the most intensive support.

Objective 5: Contracted Services. Substitute Pay over the course of the grant period, including elementary, middle and high schools to observe model classrooms including ESE inclusion models, coteach models, etc. Each school will be provided the opportunity to contract substitutes 4 days per year (2 per semester) in order for mentors to observe and provide feedback to their mentees serving ESE and ELL students.

Objective 6: Professional Conferences- Teachers and district specialists will attend professional conferences to support the following initiatives: districtwide coaching model, resiliency building and trauma informed care and instructional strategies to support ESE and ELL students.

3. Explain how the program connects to the SCG needs assessment.

Student survey data reveals students feel disengaged in their classroom environment. The programs addressed will increase student engagement strategies to ensure students are not only safe and comfortable in their learning environment but feel productively engaged in their learning. Teachers also voiced their need for additional professional learning opportunities to meet the needs of the ESE and ELL students.

4. Identify which group of students will be impacted by the program activity and the approximate number of students that will be served.

All students K-12, approximately 52,000 students, will be impacted through program one. There will be an emphasis on professional learning opportunities focused on strategies that support ESE students (11,325) and ELL students (7,720).

5. Explain how ELLs and SWDs will be prioritized.

All ESE and ELL students served in the School District of Manatee County will be positively impacted through educator professional learning opportunities as all professional learning activities will focus on strategies to enhance learning for students with exceptionalities or learning a second language.

6. Outline the goals, objectives, and anticipated student outcomes.

Build capacity of teachers currently serving ESE and ELL students through increased student engagement and classroom climate as evidenced through the semiannual Panorama survey data. Increased student engagement will also be evidenced through increased student achievement. Improved teaching practices and engagement strategies to meet needs of ELL and ESE students as evidenced through their increased growth and achievement scores. The capacity of sites will be improved as an effective professional learning models are in place and supported as evidenced through increased teacher retention.

7. Provide the implementation timeline including the expected grant year.

Project Period	Program & Objective	Activity	Deliverable	Expected Completion Date	Person Responsible
Year 1, Quarter 1	1, 1	***Professional Learning Specialists*** Hire two professional learning specialists who will assist with the implementation of the district's learning plan as outlined in the grant. • Positions will support the development of professional development training throughout the grant. • Provide job-embedded training to instructional personnel. • Assist with the coordination and implementation of Summer professional learning institute.	Hiring Documentation	February 2024	Deputy Superintendent of Instruction; ED of School Support and Family Engagement
Year 1 and ongoing	1, 2	Professional Learning- Summer Institute	Educator participation reports in MyPGS system	Summer 2024 Summer 2025	Instructional Leadership Division of
Year 1 and ongoing	1,3	Job Embedded Professional Development		Quarterly throughout	
Year 1 and ongoing	1,4	Instructional Coaching	District Coaching logs	Ongoing throughout 24-26	Deputy Superintendent of Instruction; ED of School Support and Family Engagement, Instructional Leadership Division of
Year 1 and Year 2	1,5	Contracted Services. Substitute Pay over the course of the grant period	Daily, weekly and monthly substitute reports in Frontline Aesop	24-25 school year 25-26 school year	
Year 1 and Year 2	1,6	Professional Conferences to support Districtwide coaching model and resiliency building and trauma informed care and instructional strategies to support ESE and ELL students.	District ATD forms and conference completion certificates	24-25 school year 25-26 school year	

8. Explain the program measures that will be used to monitor implementation effectiveness.

Program measures to monitor increasing student connection and sense of belonging at school through ongoing job embedded professional development and learning include tracking activities through professional development feedback forms, SDMC Student Climate survey, and family/community surveys.

By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey for school environment. The SDMC climate survey for school environment is taken two times per year. After each survey, data will be analyzed for progress towards the 2026 goal of a 20% increase.

Student academic growth and achievement of ELL and ESE populations will be monitored utilizing FAST progress monitoring, three times per year. By September 2026, there will be a 5% decrease in the achievement gap of ESE and ELL students as to compared to the general education student population.

Program Implementation

PROGRAM #2 – Increase student connection and sense of belonging by promoting supportive school climates

1. Select the primary type of safe and healthy program or activity.

Promoting supportive school climates

2. Describe how the program will be implemented with specific activities included.

Resiliency instruction is greatly needed illustrating within the district for our most fragile learners. To meet the four resiliency standards: Mentorship and Citizenship, critical thinking, problem-solving, character, and personal responsibility, the district will implement the following activities: Sandy Hook Assemblies, SAVE Promise Clubs and Trauma-Informed Practices.

Objective 1: Sandy Hook Assemblies and Save Promise Clubs: Together, the School District and Sandy Hook Promise will deliver training at the secondary schools over the next two years. The educational Know the Signs programs including Start with Hello and Say Something will teach students and staff how to prevent school violence or other harmful acts and how to identify at-risk behaviors. Both programs will be delivered in person at each school via an assembly format with options for virtual training. Each school will also participate in Students Against Violence Everywhere (SAVE) Promise Clubs. The Clubs empower students to take charge of keeping schools safe by modeling and reinforcing the message to sustain a Caring, Connected School Community. This will be a peer-led effort to impact school climate and school safety. Established clubs will meet weekly at various times.

Objective 2: Trauma-Informed practices (Restorative Practices) The department will train personnel at each school site around Restorative Practices. School culture is the foundation of relationship building strategies that establish, maintain, and restore empathy, trust, and compassion amongst a community of staff and scholars. Building a school community is a proactive method to implementing practical and powerful skills to respond to student behavior and increase student academic success. By implementing the foundational skills of community and restorative practices, it will help move a school from the mindset of survival to the mindset of thriving.

3. Explain how the program connects to the SCG needs assessment.

When analyzing Climate survey data, ELL students fall at the 30th percentile while ESE students are at the 20th percentile (compared to other students in the nation). Climate at the secondary school level ranks both groups below the 10th percentile in the nation. This shows a need for the activities listed above in program two to improve school climate.

4. Identify which group of students will be impacted by the program activity and the approximate number of students that will be served.

All students K-12, approximately 52,000 students, will be impacted through program two. There will be an emphasis on ESE students (11,325) and ELL students (7,720) feeling safe, welcomed and accepted within their school community.

5. Explain how ELLs and SWDs will be prioritized.

While all students will benefit from the assemblies, clubs, and restorative practices these activities were created to support the specific needs of ESE and ELL students as outlined by school climate survey data.

6. Outline the goals, objectives, and anticipated student outcomes.

By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey is disseminated twice a year on the following areas belonging, self-regulation, engagement and grit which demonstrated the greatest area of need based on student data. Building capacity of teachers currently servings ESE and ELL students through increased student engagement and classroom climate as evidenced through the semiannual Panorama survey data.

7. Provide the implementation timeline including the expected grant year.

Project Period	Program & Objective	Activity	Deliverable	Expected Completion Date	Person Responsible
Year 1, Quarter 3 Year 2, Quarter 3	2,1	***Sandy Hook Assemblies and Save Promise Club*** Sandy Hook Promise Organization will come to Manatee County and provide training to teachers, students, school administrators, and staff on resiliency strategies to implement within the school and personal lives. Two years.	Training Calendar	December 2024 December 2025	SDMC School Climate Coordinator and professional learning specialists
Year 1 Quarter 3 (Activities will occur through the grant period)	2,2	***Resiliency Education and Strategies*** Core SDMC team along with new professional learning specialists will provide training to school sites, administrators, and families regarding resiliency education and strategies.	Training Calendar	Starting September 2024 and occurring throughout grant period	SDMC School Climate Coordinator and professional learning specialists

8. Explain the program measures that will be used to monitor implementation effectiveness.

Program measures to monitor increasing student connection and sense of belonging by promoting supportive school climates will include SDMC Student Climate survey and family/community surveys.

By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey for school environment. The SDMC climate survey for school environment is taken two times per year. After each survey, data will be analyzed for progress towards the 2026 goal of a 20% increase.

Program Implementation

PROGRAM #3 – Enhancing a healthy learning environment through best practices and evidenced based strategies

1. Select the primary type of safe and healthy program or activity.

Providing additional resources, materials, supplies, and/or equipment to create or enhance a safe and healthy learning environment

2. Describe how the program will be implemented with specific activities included.

Objective 1: Ellevation – First implemented one year ago, The Curriculum Associates' Ellevation Platform offers a "a comprehensive ELL program management tool that organizes all ELL student data that supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students." Additionally, it is a "teacher capacity solution, that offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELLs acquire language while mastering grade-level content." This platform is currently being implemented with success in many Florida school districts, including Sarasota County, Hillsborough County, Miami-Dade County, and Broward County. The SDMC will utilize funds to continue the use of Ellevation.

The district will provide professional learning opportunities to teaching staff on the continued implementation of Ellevation. The ESOL resource teachers and district level ESOL specialists will be the points of contact at each school site for support.

This will continue to be implemented to support ELL learners while also utilizing the strategies to support ESE students.

Objective 2: Curriculum Writing- The School District of Manatee County curriculum guides will be updated to include evidenced-based strategies for ESE and ELL students. ESE, ESOL, Curriculum and core identified teachers will work together to update the 24-25 curriculum maps to have ESE and ELL evidenced-based strategies.

3. Explain how the program connects to the SCG needs assessment.

Based on the needs assessments, engagement at the elementary school level is at the 30th percentile for ESE and ELL students. Engagement for secondary students is at or below the 10th percentile in the country. Ellevation will provide teachers will research-based strategies to plan engaging, high quality lessons to positively impact not only student achievement, but student climate.

4. Identify which group of students will be impacted by the program activity and the approximate number of students that will be served.

All ELL students served in the School District of Manatee County (7,720) will be impacted through the continued implementation of Ellevation. As teachers build their repertoire of ESOL strategies, all students may benefit from the engaging, research-based teaching strategies.

5. Explain how ELLs and SWDs will be prioritized.

The Ellevation Platform offers a comprehensive ELL program management tool that organizes all ELL student data that supports critical meeting and monitoring processes, enables accurate reporting, and supports instructional planning for multilingual students. This program was selected to aid teachers build capacity and

knowledge of research-based strategies. The teachers will strengthen their skills to utilize these strategies and best practices to reach ELL students, ESE and students in the general education population will also benefit.

6. Outline the goals, objectives, and anticipated student outcomes.

This program will build capacity of teachers currently serving ELL students through increased student engagement and classroom climate as evidenced through the semiannual Panorama survey data. Increased student engagement will also be evidenced through increased student achievement. Improved teaching practices and engagement strategies to meet needs of ELL students (and ultimately ESE students as well) as evidenced through their increased growth and achievement scores. The capacity of sites will be improved as effective professional learning models are in place and supported.

7. Provide the implementation timeline including the expected grant year.

Project Period	Program & Objective	Activity	Deliverable	Expected Completion Date	Person Responsible
Year 1, Quarter 3 *(Activities occur through the end of project.)*	3,1	***Elevation Implementation and Monitoring*** • Elevation will be used to support instructional personnel in the area of using evidence-based instruction strategies to support ELL and ESE learners.	Contract and Invoice	September 2026 *SDMC is currently using the program for ELL strategies. Will add ESE during the Fall of 2024.*	Director of ESOL, Migrant, and Dual Language
Year 1 Quarter 2 (Activities occur through the grant project.)	3,2	**Curriculum Writing and Enhancement** The School District of Manatee County curriculum guides will be updated to include evidenced-based strategies for ESE and ELL students. ESE, ESOL, Curriculum and core identified teachers will work together to update the 24-25 curriculum maps to have ESE and ELL evidenced-based strategies embedded.		April 2024 to July 2026	Director of Elementary and Secondary Curriculum

8. Explain the program measures that will be used to monitor implementation effectiveness.

Program measures to monitor Ellevation include user management reports and student compliance reports. The ESOL Specialists will monitor the implementation of the Ellevation platform. They will utilize the user management and student compliance reports daily to ensure effective ongoing usage of the program.

The SDMC climate survey will be used to evaluate increased student engagement through the effective use of the ESOL strategies provided through the Ellevation platform. By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey for school environment. The SDMC climate survey for school environment is taken two times per year. After each survey, data will be analyzed for progress towards the 2026 goal of a 20% increase.

Increased student engagement will lead to increased academic growth. Student academic growth and achievement of ELL and ESE populations will be monitored utilizing FAST progress monitoring, three times per year. By September 2026, there will be a 5% decrease in the achievement gap of ESE and ELL students as to compared to the general education student population.

Program Implementation

PROGRAM #4 –Parent Involvement Through Resiliency Resources and Outreach

1. Select the primary type of safe and healthy program or activity.

Promoting parent and community involvement in schools

2. Describe how the program will be implemented with specific activities included.

Objective 1: Training of School and District personnel to support parent outreach and training

The school district and school staff need to connect and build positive relationships with parents before parents can be effectively engaged in supporting school climate programs and resiliency education. The first tier of developing parental involvement through resiliency resources and outreach will be to provide district personnel and staff ample professional development in areas of effective family engagement strategies. These strategies will be utilized to develop a coordinated district framework for family engagement. The district family engagement framework will be used as a comprehensive approach to connect district resources, school resources, and community resources to family needs. Identified school and district staff will participate in facilitated training. Identified staff will develop training curricula and resources to train and provide to families. Data from families will be collected on a quarterly basis to gather parent input and feedback regarding the trainings and serve in the development of the coordinated family engagement framework. Lastly, the coordinated family engagement framework will be presented at the District SAC meeting to involve all school personnel and families.

Objective 2: Engage Families in Resiliency Education

An engaged family becomes part of the school's decision-making process. To increase family engagement in resiliency education the School District of Manatee County will establish positive connections to provide family workshops in resiliency education through various activities and opportunities to allow families to engage and become active participants with their children. SDMC staff will be trained to conduct workshops throughout district Schools, Community Resource Events, and not limited to District SAC meetings. Staff will be trained in evidence-based strategies to support family engagement that will lead to increased student achievement and building a sense of belonging throughout the School District of Manatee.

Objective 3: Parent workshops

The School District of Manatee County (SDMC) will partner with community-based organizations like Whole Child Manatee, Parenting Matters, and Centerstone to name a few to provide evidence-based parent workshops aimed to better equip parents with skills needed to support their children in the arena of critical thinking and problem-solving skills. SDMC is looking to provide 300-plus families each year the opportunity to participate in these engaging interactive workshops.

3. Explain how the program connects to the SCG needs assessment.

The needs assessment revealed that, "Only 45% of parents surveyed had a strong feeling that, 'There is a high level of trust between parents, teachers, administrators, and students at their child's school.'" This data prompted the creation of the parent trainings and workshops to engage families. Increased parental engagement will lead to higher levels of trust.

4. Identify which group of students will be impacted by the program activity and the approximate number of students that will be served.

All families served in the SDMC (over 52,000 students) will be provided with the parent resiliency information through trainings at SAC meetings at each school site as well as District SAC meetings. It is also the goal to have 300 plus families participate in interactive workshops offered through community-based organizations.

5. Explain how ELLs and SWDs will be prioritized.

While all families are invited to participate and attend resiliency trainings, families of ELL and ESE students will be prioritized. The SDMC is prioritizing Parent Resiliency Trainings as this is a need of the district's ESE and ELL families. The following departments will campaign to gain ESE and ELL parental participation: ESOL, Migrant, and ESE.

6. Outline the goals, objectives, and anticipated student outcomes.

By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey is disseminated twice a year on the following areas belonging, self-regulation, engagement and grit which demonstrated the greatest area of need based on student data. Building trust among the families and the district through multiple workshops and trainings will lead to increased student engagement and positive classroom climate as evidenced through the semiannual Panorama survey data. Additionally, parent surveys and informal dialogue will be used to gather feedback from resiliency parent trainings.

7. Provide the implementation timeline including the expected grant year.

Project Period	Program & Objective	Activity	Deliverable	Expected Completion Date	Person Responsible
Year 1, Quarter 4 (Activities will occur throughout the grant period)	4,1	***Training of SDMC personnel to support family and community outreach*** Key Components: Professional learning specialists with SDMC School Climate coordination will conduct training throughout SDMC on evidenced-proven strategies to increase parent engagement to develop supports to engage families in resiliency education and strategies.	Training Calendar	October 2024-September 2026	SDMC School Climate Coordinator and professional learning specialists
Year 1 Quarter 4 (Activities will occur through the grant period)	4,2	***Engage Families in Resiliency Education*** Core SDMC team along with new professional learning specialists will provide training at school SAC meetings, District SAC meetings, and throughout the SDMC community to families regarding resiliency education and strategies to provide all stakeholders with the skills necessary to support students in the School District of Manatee County.	SAC meeting agendas DAC meeting agendas; SDMC Community Resource Flyers and presentation documents.	November 2024-September 2026	SDMC School Climate Coordinator and professional learning specialists
Year 1 Quarter 4 (Activities will occur through the end of the project).	4,3	***Parent Workshops*** Partnership between SDMC and community-based organizations to provide parent workshops throughout the year to better equip families with skills needed to support their children/	Flyers Calendars Outreach/ Communication Campaign	November 2024-September 2026	ED of School Support and Family Engagement and ED of Administration

8. Explain the program measures that will be used to monitor implementation effectiveness.

Program measures to monitor parent involvement through resiliency resources and outreach will include SDMC family surveys.

By September 2026, there will be a favorable increase of 20% on the SDMC Climate Survey for school environment. The SDMC climate survey for school environment is taken two times per year. After each survey, data will be analyzed for progress towards the 2026 goal of a 20% increase.

Evidence-based Programs (15 points possible)

For each proposed program, identify the tier of evidence and describe how project activities are supported by evidence-based research.

The tiers of evidence are as follows:

- Tier 1-Strong Evidence: Well-designed and implemented experimental study, meets What Works Clearinghouse (WWC) standards without reservations.
- Tier 2-Moderate Evidence: Well-designed and implemented quasi-experimental study, meets WWC standards with reservations.
- Tier 3-Promising Evidence: Well-designed and implemented correlational study, statistically controls for selection bias.
- Tier 4-Demonstrates a Rationale: Well-defined logic model based on rigorous research.
    - Demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and
    - Includes ongoing efforts to examine the effects of such activity, strategy, or intervention.

Professional development is an evidence-based intervention that demonstrates a significant positive impact on improving student achievement and outcomes. Each program previously described in the grant is rooted in professional development surrounding resiliency activities and strategies, professional development for educators to support ESE and ELL students and strategies and resources for ELL students. Through professional learning, SMDC educators, both teachers and paraprofessionals, will be provided with specific trainings and strategies to provide safe, welcoming and inclusive learning environments to students, especially ESE and ELL scholars. This impact is supported through the following ways:

Quality Instruction: Effective professional development equips educators with the knowledge and skills to enhance their teaching methods. This, in turn, leads to improved instruction in the classroom, including better lesson planning, classroom management, and pedagogical techniques.
Informed Decision-Making: Educators who receive ongoing professional development are better equipped to make data-driven decisions. They can analyze student performance data and tailor their teaching to address specific learning needs, thereby maximizing student growth.
Teacher Collaboration: Professional development often promotes collaboration among teachers, allowing them to share best practices, strategies, and resources. This collaborative environment fosters a culture of continuous improvement within the school or districts, allowing the ESE and ELL departments to continuously collaborate with school sites to reach the needs of the students.
Student-Centered Approaches: Many professional development programs emphasize student-centered teaching strategies. Educators learn how to differentiate instruction to accommodate diverse learning styles and needs, resulting in more engaged and successful
Research-Based Methods: Evidence-based professional development incorporates the latest educational research and best practices. This ensures that educators are using methods and approaches that have been proven to be effective in promoting student achievement.
Enhanced Motivation: Teachers who engage in ongoing professional development tend to be more motivated and satisfied in their roles. This enthusiasm can be contagious and positively affect the learning environment, leading to better student outcomes.
Improved Classroom Management: Professional development often includes training on classroom management techniques. Teachers who can maintain an orderly and respectful classroom environment are more likely to create conditions conducive to learning.
Long-Term Impact: Research has shown that sustained professional development over an extended period has a more significant and lasting effect on student outcomes compared to short-term, one-off training sessions.

Overall, professional development, when based on research and tailored to the needs of educators and students, has a substantial and positive impact on enhancing teaching quality and, consequently, student achievement. The evidence supporting this intervention underscores its importance to student growth and achievement.

Program Evaluation (15 points possible)

Describe the evaluation framework and methodology. Include measurable goals and objectives associated with the anticipated outcomes. Identify the specific data that will be collected and the process for collecting outcome data including at what points in the program period it will be collected. Describe the data analysis process to evaluate achievement of the goals and objectives.

If the LEA will select an external evaluator, describe the process for the selection of an external evaluator, including qualifications and how the LEA will ensure the evaluator will provide the evaluation requirements outlined above.

Prior to program implementation, a detailed evaluation plan outlining the data collection, analysis, reporting, and dissemination procedures will be completed and presented to the district administration for approval by the Executive Director of School Improvement. Project goals, objectives, and outcomes will serve as the basis for the evaluation plan along with any set Performance Measures as designated by the Florida Department of Education. The Executive Director of School Improvement will be responsible for the collection of qualitative and quantitative data through the Student Management Information System and survey data, as well as anecdotal information critical to the program evaluation design to ensure an ongoing review of the project's progress toward meeting objectives and its overall effectiveness. Process measures include tracking activities through quarterly stakeholder meetings, professional development feedback forms, SDMC Student Climate survey, and family/community surveys as needed. Student growth and achievement of ELL and ESE populations will be monitored.
Program outcome measures will assess whether goals and objectives are met, evaluation reports will include aggregate summary information to ensure student privacy. All data will be analyzed with descriptive statistics and stored in locked file cabinets or on a password-protected computer for confidentiality.

Demonstrating a periodic assessment of progress, process information will be gathered and documented on an ongoing basis throughout the grant cycle to describe how the SDMC is implementing the comprehensive plan, to document any deviations from the plan, and to relay this information back to project staff providing a formative analysis.

Reporting includes semi-annual presentations to school leadership, SDMC administration, the School Board of Manatee County, the families of SDMC, and stakeholders as appropriate.

Budget (5 points possible)

Provide a budget using the DOE Form 101S that includes a narrative reflecting the objectives and proposed costs of the project. All proposed line items must be clearly defined as a measurable objective(s) that are clearly identified as reasonable, necessary and allowable according to the funding purpose and priorities. The link between the budget line items and the proposed programs must be evident.

Any additional narrative or justification the LEA would like considered may be included below.

See attached detailed budget.

The School District of Manatee County through coordinated efforts to utilize all stakeholder feedback developed the budget for *Building Resiliency Now and Beyond* to ensure all students, instructional staff, and administration will benefit from the grant funds. Each activity identified in the plan and the budget encompasses the students, staff, and families not only within the schools in Manatee County but also charter and private schools.

Sustainability (5 points possible)

Identify actions the LEA will take to continue the program and/or activities beyond the life of the grant. Include sufficient resources (human, fiscal, operational, external partnerships, etc.) that support the implementation and sustainability of the evidence-based programs and or activities implemented through this grant.

The School District of Manatee County has considered all factors within the grant and has created a plan to sustain the activities requested to ensure students and teachers continue to receive professional development and growth to address student resiliency and academic achievement. Funding through this grant will support the specific goals, objectives, and strategies put forth in this proposal. The program and activities described build capacity, allowing for a high level of interval support by district personnel who transition to the trainer role and become experts based on the professional conferences, professional development, and trainings they will have received during the 2024-2026 grant period. SDMC will continue to leverage networks including FDLRS and FINN to provide ongoing learning opportunities, collaboration, and mentorship at no cost to the district. The district will also continue to assess the impact of professional development efforts to gather feedback and adjust programs accordingly to ensure ELL and ESE students receive support for their evolving needs. Quarterly meetings will be held to review data and/or feedback, assess program activities, and review the budget. District leadership will also continue to promote a culture of continuous learning and professional development where resiliency and high standards of academic achievement are prioritized allowing students, staff, and teachers to grow and thrive professionally.

It is anticipated that the positions and programs outlined in this proposal will have a lasting and positive effect. With evidence demonstrating the success of this all-encompassing plan, the aspiration is that the school district will shift its budgetary resources and prioritize support for resiliency-targeted efforts, by maintaining the two Instructional Specialists on the Professional Learning Team. By combining these strategies, The School District of Manatee County can sustain a culture of ongoing learning and development that extends beyond the duration of the *Building Resiliency Now and Beyond* project. Sustainability will also rest in SDMC's fiscal capacity to implement federal funds with fidelity to the program and proper stewardship of funds. This process includes a formalized system of articulated roles and responsibilities, approval processes, and an internal control system to mitigate any cause for error.

General Education Provisions Act (GEPA) (Required, but no points assigned)

Applicants must provide concise statements that describe the LEA's existing mission, policies, or commitments that ensure equitable access to, and participation of students, teachers, and other program beneficiaries; identify barriers that may impeded equitable access and participation based on the proposed projects or activities; identify steps that will be taken to address the identified barriers to equitable access and participation; and identify a timeline, including targeted milestones, for addressing the barriers. For details, refer to: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf.

The School District recognizes the importance of equitable access to, and participation in, federally assisted programs for students, teachers, and their beneficiaries with special needs. Potential barriers that can impede equitable access to and participation in these programs includes gender, race, national origin, color, disability, and/or age.

Individuals who are members of special populations will be provided with equal access to enrollment and placement in educational programs available to individuals who are not members of special populations, including specific courses, apprenticeship programs, Title I, and to the extent practicable, comprehensive career guidance and counseling services, and shall not be discriminated against on the basis of their status as members of special populations.

Descriptions of the steps the School District will employ to overcome these barriers are as follows:

1. Ensuring accessibility of facilities and programs for all students, teachers, and other stakeholders, by eliminating natural barriers for the enhancement of mobility and accessibility.
2. Staff Development for teaching students in the least restrictive environment.
3. Providing academic adjustments and modifications in curriculum and instruction.
4. Equipment adaptation to ensure special populations can use equipment appropriately.
5. Providing related services such as occupational and physical therapy services, transportation, etc., to enhance participation programs.
6. Utilizing classroom assistants and tutors to enhance inclusionary practices.
7. Having psychologists provide in-service training on teaching strategies for regular classroom teachers.

Support for Strategic Imperatives (Required, but no points assigned)

Describe how the project will incorporate one or more of the goals included in the Florida's PreK-20 Education Strategic Plan.
URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml

The School District of Manatee County, through implementation of the project, *Building Resiliency Now and Beyond*, is designed to provide innovative initiatives and activities that are aligned to the Florida Department of Education PreK-20 Education Strategic Plan that supports Goal 1, Higher Student Achievement:

- Measure 6 (K-12)- Closing the Achievement Gap and
- Measure 11 (K-12 National Comparisons)- Closing the Achievement Gap on NAEP
- Measure 9 (K-12) Successful Transition of English Language Learners
- Possible Future Measure (Conditions of Safe and Healthy Schools) Improving the Engagement of Students

When students feel safe and supported in their learning environment, their growth and achievement will increase. Student engagement will be prioritized through professional learning opportunities, constructed to increase academic performance, building personal responsibility through critical thinking and problem solving, and establishing parent engagement through shared responsibility to engage parents in meaningful ways to actively support their children.

Equitable Services (Required, but no points assigned)

In accordance with Public Law 107-110, Title IX, Part E Uniform Provisions, Subpart 1, Section 9501, the applicant must provide a detailed plan of action for providing consultation for equitable services to private school children and teachers within the LEA's service area.

As a result of stakeholder consultation included in the overall Comprehensive Needs Assessment, the School District of Manatee County has included private school participation. All eligible private schools were invited to participate in a a face-to-face meeting. One-on-one consultation meetings were also offered to all eligible private schools. The ideas and needs submitted by private schools were considered in the development of this grant application. With the overall aim in mind to improve ESE and ELL student academic achievement and classroom environment, private schools will be invited and encouraged to participate in SCG programs included within this grant. This includes, but is not limited to, participation in professional development training.

A future face-to-face private school consultation meeting is scheduled in January of 2024. Additional on-going private school consultations will be afforded to private schools February through April of 2024. These additional private school consultations will be held giving each school an individual preference for face-to-face, phone, or Teams formats, at a day and time of their choosing.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District Manatee County**
B) DOE Assigned Project Number:	
C) TAPS Number:	**24A278**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
6400	310	**Instructional Staff Training Services-Professional and Technical Services:** Professional services for Sandy Hook Promise to deliver an educational program and to provide presentations to 3 secondary schools each day over the course of 7 days. Contracted services will cover travel expenses for the Sandy Hook organization to deliver presentations in Manatee County		$ 21,000.00	2.81%
6400	120	**Instructional Staff Training Services-Classroom Teachers:** Non Contacrted Hourly. District teachers facilitating professional development to train administrators, school staff and families in regards to resiliency education and strategies (4 teachers, 15 hours per teacher, throughout the school year)	0.053	$ 3,000.00	0.40%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 407.10	0.05%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 229.50	0.03%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 37.50	0.01%
6400	510	**Instructional Staff Training Services-Supplies**: Professional Development Materials		$ 6,000.00	0.80%
6400	330	**Instructional Staff Training Services-Travel**: Local Travel Mileage for Instructional Specialists		$ 1,500.00	0.20%
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: Contracted Substitute Pay. $130/day over the course of the grant period, including elementary, midldle and high schools to observe model classrooms including ESE inclusion models, coteach models, etc. Each school will be provided the opportunity to contract substitutes 4 days per year (2 per semester) in order for mentors to observe and provide feedback to their mentees serving ESE and ELL students.		$ 27,040.00	3.62%
6400	120	**Instructional Staff Training Services-Classroom Teacher**: Non Contracted Hourly Job Embedded Professional Development-Professional Development to be performed After hours/weekend profession development sessions for Students with Disabilities and English Language Learners 400 participants, for 5 hours at $20 per hour rate.	0.694	$ 40,000.00	5.36%
6400	210	**Instructional Staff Training Services-Retirement** 13.57%		$ 5,428.00	0.73%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 3,060.00	0.41%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 500.00	0.07%
6400	150	**Instructional Staff Training Services-Paraprofessionals**: Non Contracted Hourly Professional Development to be performed After hours/weekend profession development sessions for Students with Disabilities and English Language Learners 100 participants, for 6 hours.	0.729	$ 15,000.00	2.01%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 2,035.50	0.27%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 1,147.50	0.15%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 187.50	0.03%
6300	120	**Instruction and Curriculum Development Services-Classroom Teacher**: Non Contracted Hourly for Curriculum Writing development for Parent Engagement framework	0.142	$ 8,165.24	1.09%

6300	210	**Instruction and Curriculum Development Services-Retirement** 13.57%		$ 1,108.03	0.15%
6300	220	**Instruction and Curriculum Development Services-FICA** 7.65%		$ 624.65	0.08%
6300	240	**Instruction and Curriculum Development Services-Workers Compensation** 1.25%		$ 102.07	0.01%
6300	120	**Instruction and Curriculum Development Services-Classroom Teacher**: Non Contracted Hourly Curriculum Writing development to implement ESE and ELL strategies within the curriculum maps. 20 content experts in the areas of ESE and ELL (ie: Speech Language Pathologist, ESOL Resource Teachers, etc) 10 hours.	0.142	$ 8,165.24	1.09%
6300	210	**Instruction and Curriculum Development Services-Retirement** 13.57%		$ 1,108.03	0.15%
6300	220	**Instruction and Curriculum Development Services-FICA** 7.65%		$ 624.65	0.08%
6300	240	**Instruction and Curriculum Development Services-Workers Compensation** 1.25%		$ 102.07	0.01%
6400	120	**Instructional Staff Training Services-Classroom Teacher**: Non Contracted Hourly Professional Development: Summer Institute: Resiliency, Now and Beyond. Professional development sessions focused on Resiliency- Community Circles, Trauma informed care, ESE and ELL instrutional strategies. 400 participants will attend. 2 day institute, 6 hours per day. 12 hours total. $20 per hour rate.	1.665	$ 96,000.00	12.86%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 13,027.20	1.74%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 7,344.00	0.98%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 1,200.00	0.16%
6400	390	**Instructional Staff Training Services-Other Purchased Services**: Printing for Professional Development needs		$ 3,000.00	0.40%
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: Contracted Services of professional development from Ellevation		$ 3,000.00	0.40%
6400	510	**Instructional Staff Training Services-Supplies**:Professional Development Materials. Instructional Coaching and Strategies for ESE and ELL students		$ 3,000.00	0.40%
6400	330	**Instructional Staff Training Services-Travel**: Out of County Travel Conference cost to include milage and per diems, conference tuition and all associated costs. Conferences will target district coaching model and resiliency education for school and district departments		$ 10,000.00	1.34%
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: Catepult Contracted Services to train district staff on evidence based parent engagement strategies		$ 6,000.00	0.80%
6150	510	**Parental Involvement-Supplies**: Supplies and Materials for Parents during Parent University		$ 10,080.48	1.35%
6150	390	**Parental Involvement-Other Purchased Services**: Printing		$ 3,000.00	0.40%
6150	730	**Parental Involvement-Dues and Fees**: Registration for Parenting classes through a community based organization		$ 6,000.00	0.80%
6400	120	**Instructional Staff Training Services-Classroom Teacher**: Non Contracted Hourly Professional Development: Summer Institute: Resiliency, Now and Beyond. Teachers to facilitate Professional development sessions focused on Resiliency- Community Circles, Trauma informed care, ESE and ELL instrutional strategies. 10 teachers at 24 hours including summer institute (12 hours) and facilitating job embedded professional professional development throughout the school year (12 hours) Paid at their regular pay rate at an average of $50.00 an hour.	0.209	$ 12,000.00	1.61%
6400	210	**Instructional Staff Training Services-Retirement** 13.57%		$ 1,628.40	0.22%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 918.00	0.12%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 150.00	0.02%
6400	130	**Instructional Staff Training Services-Other Certified**-Two Specialists for Professional Learning	2	$ 153,223.45	20.52%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 20,792.43	2.78%

6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 11,721.60	1.57%
6400	230	**Instructional Staff Training Services-Group Insurance Life** 0.23%		$ 352.42	0.05%
6400	230	**Instructional Staff Training Services-Group Insurance Health** 15.66%		$ 23,994.80	3.21%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 1,915.30	0.26%
6400	369	**Instructional Staff Training Services-Technology-Related Rentals**: Resource and Materials: Ellevation to support ELLand ESE students, instructional strategies		$ 175,000.00	23.44%
6400	330	**Instructional Staff Training Services-Travel**: Out of State Travel Conferences: Conference cost to include milage and per diems, conference tuition and all associated costs. Conferences will target district coaching model and resiliency education for school and district departments		$ 10,000.00	1.34%
7200	790	**General Administration (Superintendent's Office)-Indirect Cost**		$ 26,781.05	3.59%
					0.00%
			D) TOTAL	**$ 746,701.71**	**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
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April 2022 **DOE 101S**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District Manatee County**
B) DOE Assigned Project Number:	
C) TAPS Number:	**24A278**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
6400	310	**Instructional Staff Training Services-Professional and Technical Services:** Travel for Sandy Hook Promise to deliver educational program a contracted service (Pay for the Sandy Hook organization to TRAVEL to Manatee County) to provide presentations to 3 secondary schools each day over the course of 7 days.		$ 21,000.00	2.79%
6400	120	**Instructional Staff Training Services-Classroom Teachers:** Non Contacrted Hourly. District teachers facilitating professional development to train administrators, school staff and families in regards to resiliency education and strategies (4 teachers, 15 hours per teacher, throughout the school year)	0.053	$ 3,000.00	0.40%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 407.10	0.05%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 229.50	0.03%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 37.50	0.00%
6400	510	**Instructional Staff Training Services-Supplies**: Professional Development Materials		$ 6,000.00	0.80%
6400	330	**Instructional Staff Training Services-Travel**: Local Travel Mileage for Instructional Specialists		$ 1,500.00	0.20%
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: Contracted Substitute Pay. $130/day over the course of the grant period, including elementary, midldle and high schools to observe model classrooms including ESE inclusion models, coteach models, etc. Each school will be provided the opportunity to contract substitutes 4 days per year (2 per semester) in order for mentors to observe and provide feedback to their mentees serving ESE and ELL students.		$ 27,040.00	3.59%
6400	120	**Instructional Staff Training Services-Classroom Teacher**: Non Contracted Hourly Job Embedded Professional Development-Professional Development to be performed After hours/weekend profession development sessions for Students with Disabilities and English Language Learners 400 participants, for 5 hours at $20 per hour rate.	0.694	$ 40,000.00	5.31%
6400	210	**Instructional Staff Training Services-Retirement** 13.57%		$ 5,428.00	0.72%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 3,060.00	0.41%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 500.00	0.07%
6400	150	**Instructional Staff Training Services-Paraprofessionals**: Non Contracted Hourly Professional Development to be performed After hours/weekend profession development sessions for Students with Disabilities and English Language Learners 100 participants, for 6 hours.	0.729	$ 15,000.00	1.99%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 2,035.50	0.27%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 1,147.50	0.15%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 187.50	0.02%
6300	120	**Instruction and Curriculum Development Services-Classroom Teacher**: Curriculum Writing development for Parent Engagement framework	0.142	$ 8,165.24	1.08%

6300	210	**Instruction and Curriculum Development Services-Retirement** 13.57%		$ 1,108.03	0.15%
6300	220	**Instruction and Curriculum Development Services-FICA** 7.65%		$ 624.65	0.08%
6300	240	**Instruction and Curriculum Development Services-Workers Compensation** 1.25%		$ 102.07	0.01%
6300	120	**Instruction and Curriculum Development Services-Classroom Teacher**: Non Contracted Hourly Curriculum Writing development to implement ESE and ELL strategies within the curriculum maps. 20 content experts in the areas of ESE and ELL (ie: Speech Language Pathologist, ESOL Resource Teachers, etc) 10 hours.	0.142	$ 8,165.24	1.08%
6300	210	**Instruction and Curriculum Development Services-Retirement** 13.57%		$ 1,108.03	0.15%
6300	220	**Instruction and Curriculum Development Services-FICA** 7.65%		$ 624.65	0.08%
6300	240	**Instruction and Curriculum Development Services-Workers Compensation** 1.25%		$ 102.07	0.01%
6400	120	**Instructional Staff Training Services-Classroom Teacher**: Non Contracted Hourly Professional Development: Summer Institute: Resiliency, Now and Beyond. Professional development sessions focused on Resiliency- Community Circles, Trauma informed care, ESE and ELL instrutional strategies. 400 participants will attend. 2 day institute, 6 hours per day. 12 hours total. $20 per hour rate.	1.665	$ 96,000.00	12.74%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 13,027.20	1.73%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 7,344.00	0.97%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 1,200.00	0.16%
6400	390	**Instructional Staff Training Services-Other Purchased Services**: Printing for Professional Development needs		$ 3,000.00	0.40%
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: Contracted Services of professional development from Ellevation		$ 3,000.00	0.40%
6400	510	**Instructional Staff Training Services-Supplies**:Professional Development Materials. Instructional Coaching and Strategies for ESE and ELL students		$ 3,000.00	0.40%
6400	330	**Instructional Staff Training Services-Travel**: Out of County Travel Conference cost to include milage and per diems, conference tuition and all associated costs. Conferences will target district coaching model and resiliency education for school and district departments		$ 10,000.00	1.33%
6400	310	**Instructional Staff Training Services-Professional and Technical Services**: Catepult Contracted Services to train district staff on evidence based parent engagement strategies		$ 6,000.00	0.80%
6150	510	**Parental Involvement-Supplies**: Supplies and Materials for Parents during Parent University		$ 10,080.47	1.34%
6150	390	**Parental Involvement-Other Purchased Services**: Printing		$ 3,000.00	0.40%
6150	730	**Parental Involvement-Dues and Fees**: Registration for Parenting classes through a community based organization		$ 6,000.00	0.80%
6400	120	**Instructional Staff Training Services-Classroom Teacher**: Non Contracted Hourly Professional Development: Summer Institute: Resiliency, Now and Beyond. Teachers to facilitate Professional development sessions focused on Resiliency- Community Circles, Trauma informed care, ESE and ELL instrutional strategies. 10 teachers at 24 hours including summer institute (12 hours) and facilitating job embedded professional professional development throughout the school year (12 hours) Paid at their regular pay rate at an average of $50.00 an hour.	0.209	$ 12,000.00	1.59%
6400	210	**Instructional Staff Training Services-Retirement** 13.57%		$ 1,628.40	0.22%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 918.00	0.12%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 150.00	0.02%

6400	130	**Instructional Staff Training Services-Other Certified**-Two Specialists for Professional Learning	2	$ 157,820.15	20.95%
6400	210	**Instructional Staff Training Servicess-Retirement** 13.57%		$ 21,416.20	2.84%
6400	220	**Instructional Staff Training Services-FICA** 7.65%		$ 12,073.25	1.60%
6400	230	**Instructional Staff Training Services-Group Insurance Life** 0.23%		$ 362.99	0.05%
6400	230	**Instructional Staff Training Services-Group Insurance Health** 15.66%		$ 24,714.64	3.28%
6400	240	**Instructional Staff Training Services-Workers Compensation** 1.25%		$ 1,972.76	0.26%
6400	369	**Instructional Staff Training Services-Technology-Related Rentals**: Resource and Materials: Ellevation to support ELLand ESE students, instructional strategies		$ 175,000.00	23.23%
6400	330	**Instructional Staff Training Services-Travel**: Out of State Travel Conferences: Conference cost to include milage and per diems, conference tuition and all associated costs. Conferences will target district coaching model and resiliency education for school and district departments		$ 10,000.00	1.33%
7200	790	**General Administration (Superintendent's Office)-Indirect Cost**		$ 27,017.65	3.59%
					0.00%
			D) TOTAL	**$ 753,298.29**	**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
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April 2022 **DOE 101S**

AGENDA ITEM NO. 11.5

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The School District of Manatee County refers to 'Education and Innovative Initiatives' in its Strategic Plan and specifically highlights Community Partnership Schools. The plan states that "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." Manatee Elementary School is such a Community Partnership School and aims to reach beyond the school day instruction by educating its community and thereby improving the quality of life for its students and parents.

The Green Our Planet combined Garden Connect and Hydro Connect grants support the goals and initiatives of the SDMC's strategic plan by becoming the first and only organization in the United States to run a school garden and hydroponics program accredited by STEMworks. STEMworks is a national organization that conducts a rigorous evaluation process to validate educational programs or institutions for their adherence to high standards in science, technology, engineering, and mathematics (STEM) education. Green Our Planet trains teachers to use school gardens and hydroponic laboratories to teach students STEM, conservation, nutrition, and entrepreneurship in a hands-on engaging way. Learning in gardens ignites students' curiosity, creates connections to the natural world and empowers the next generation of scientists, conservationists, farmers, chefs, engineers, and entrepreneurs.

Approval of the grant would not only support STEM learning and initiatives but at the same time support Manatee Elementary School as a Community Partnership School. The awarded grant is worth $13,500.00 and aims to have a hydroponics unit in every classroom at the school. The value of this opportunity for Manatee Elementary School students goes beyond learning about life science standards in a real-world context using cutting-edge growing technology by providing access to fresh grown fruits and vegetables for its community. The projected start of the grant is January 2024, with conclusion in January 2025.

The purpose and scope of this program is a year-long STEM program that will train school-based staff on the utilization of provided materials for them to establish practical STEM outdoor laboratories, form a school team to use, manage, and maintain them, utilize Green Our Planet STEMWorks accredited school curricula and other provided resources, and how to form the next generation of scientists, chefs, and entrepreneurs. The Green Our Planet Program agrees to deliver materials and perform the services needed to establish a successful Garden Connect and Hydro Connect program.

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

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

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

environments for exceptional learning

Recommendation
The Superintendent recommends approval to apply, accept and expend the Green Our Planet combined Garden Connect and Hydro Connect grants and corresponding Memorandum of Understanding between Manatee Elementary School and Green Our Planet, in the amount of $11,500.00 in the form of material, supplies and curriculum. (Goods in Lieu of Funds; Additional $2,000.00 Expenditure from Community Partnership Donation)

Financial Impact

There will be no cost to the General Fund. Participation in the above stated grant and memorandum of understanding will be funded by the Green Our Planet programming in the amount of $11,500.00. The remaining $2,000.00 will be funded via the Community Partnership donation to the school.

There will not be a financial impact on the School District of Manatee County or to Manatee Elementary School specifically. The value of the grant however will go beyond provided training and necessary equipment by providing fresh fruits and vegetables to its students and community.

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

Attachments:
MOU_Green Our Planet Grant, Board Date 121223
Rider to Agreement for Manatee Elementary - signed by vendor

DocuSign Envelope ID: AC96CF83-9498-44B9-A017-1BA5BDC54961

green our planet

Green Our Planet Programming
MEMORANDUM OF UNDERSTANDING

Between
Green Our Planet
And

School: _____Manatee Elementary School_____

For programming indicted below:

(Initial next to designated service/program)

Initials		Program/Service
GoP	**School**	
		GardenConnect School Program
		HydroConnect School Program
—	—	Cooking Nutrition Lessons

I. PURPOSE & SCOPE

A. Green Our Planet ("GoP") and Manatee Elementary ("School") come together in this Memorandum of Understanding ("MOU") to memorialize the terms of their agreement to work together to create and run a Garden Connect / Hydro Connect ("Program(s)") at the School. GoP's Program(s) is/are a year-long STEM program that will train school-based staff on the utilization of our provided materials for them to establish practical STEM laboratories, form a school team to use, manage, and maintain them, utilize GoP STEMWorks accredited school curricula and other provided resources, and how to form the next generation of scientists, chefs, and entrepreneurs.

II. PERFORMANCE OF SERVICES

A. GoP and the School agree to deliver materials and perform the services described in **Schedule A**, attached hereto ("Services").

III. BUDGET

A. School shall pay GoP a total of $ 2,000- upon the execution of the Agreement. The full cost of Programing is $ 13,500 - for the year. GoP has allocated $ 11,500- from grants and sponsorships to reduce the cost to the School.

B. Accounts Payable contact information. Please provide the name(s) and contact information of the most appropriate person(s) to contact for invoicing.

Name(s): Stacy Goode

Email(s): goodes@manateeschools.net

Phone #(s): 941-741-3319 ext. 63062

IV. CONFIDENTIALITY

A. School acknowledges and agrees that it will receive or have access to confidential materials and content ("Confidential Information," as further defined below) that GoP has developed in order to effectively run its Program(s). Examples are the STEM Curriculum, the Program(s) Manual(s), the Teacher Resources, the GoP Virtual Academy, and the teacher workshops and trainings. The disclosure or unauthorized use of such Confidential Information may damage GoP. Thus, unless required by law, School agrees to maintain and protect the Confidential Information in the strictest confidence, and shall refrain from disclosing the Confidential Information to any third party without GoP's prior written consent and/or using the Confidential Information other than in connection with the performance of Services. Finally, all Confidential Information, along with any and all materials and content generated in the performance of Services, shall be the sole and exclusive property of GoP. For purposes of this MOU, the term "**Confidential Information**" shall mean all information disclosed, either before or after the commencement of the Term, by GoP to School, relating to the Program(s). The obligations set forth in this Section shall survive the expiration or termination for any reason of this MOU.

V. DURATION

A. Term: This MOU shall remain in full force and effect for one year (12) months, beginning on the date of signing. ("Initial Term").

B. Termination: Either Party may terminate this MOU at any time, without cause and/or for any reason, including but not limited to: dissatisfaction with the partnership; nonperformance by either Party; or engaging in a prohibited transaction that may jeopardize GoP's 501(c)(3) status. Such a

termination will be effective immediately upon providing the other Party with written notice of termination. GoP will not refund any payment made pursuant to Section III prior to termination.

VI. GENERAL

A. Use of Intellectual Property: Neither Party shall use the name, trademarks, or any other intellectual property of the other Party for any reason without the Party's prior written consent. Notwithstanding the foregoing, School authorizes GoP to name School as a "Partner School" in Promotional Media. Additionally, the Parties authorize each other to issue Promotional Media featuring the name of the other Party for purposes of fulfilling the goals and responsibilities of this MOU.

B. Compliance With Laws: In the performance of the Services, Parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders, including without limitation, ensuring that any permanent structures are constructed in accordance with any applicable School District regulations, building codes, and state, county, and/or city laws and regulations.

C. No Authority to Bind: The Parties are independent organizations, and neither Party has any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of the other. Nothing in this MOU shall be construed as creating a partnership or a relationship of principal and agent between the Parties.

D. Non-Assignment: Neither Party may assign, delegate, or otherwise transfer any of its rights or obligations under this MOU without the prior written consent of the other Party.

E. No Third-Party Beneficiaries: This MOU is for the sole benefit of the Parties and their respective assigns, and nothing contained in this MOU, express or implied, is intended to give any other party or entity any legal or equitable right, benefit, or remedy of any nature.

F. Amendments: This MOU, including all schedules and exhibits attached hereto, represents the full and complete agreement between the Parties, and supersedes any previous oral or written agreement or representation, whether express or implied. Any modification to this MOU must be made in writing and signed by both Parties.

G. Costs: Except as otherwise set forth in this MOU, each Party is responsible for its own costs and expenses with regard to performance of the responsibilities in this MOU.

H. Limitation of Liability: Neither party shall be responsible for damages arising out of, relating to, and/or in connection with any negligent acts or omissions of the other Party. School's liability is limited under any applicable laws. GoP is not responsible for any damage and/or injury that may be caused by the provided materials.

I. Indemnification: Each Party (as an "Indemnifying Party") agrees to indemnify the other Party, their directors, officers, employees, agents, representatives, successors, and permitted assigns against any losses, liabilities, claims, causes of action, costs, and expenses arising failure to act relating only to the performance of Services and responsibilities provided in this MOU directly, indirectly, or resulting from the Indemnifying Party's actions or failure to act relating only to the performance of Services and responsibilities provided in the MOU. To the extent applicable, School's liability under this section shall be limited under any applicable laws.

J. Dispute Resolution: In the event a conflict arises related to this MOU, the Parties agree to attempt resolution of such conflict first through informal communication, then mandatory mediation, before engaging in litigation.

K. Notice: Any notice required or permitted under this MOU shall be given from one Party to the other Party in writing. Notice will be effective only upon delivery, either by certified mail, email, or in-person delivery, to the other Party at the address listed below.

AGREED TO AND ACCEPTED:

School: MANATEE ELEMENTARY
and Green Our Planet indicate agreement with this MOU by their signatures below.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email: _____

Address: _____

Green Our Planet

Signature: Jacob Ginn

Printed Name: Jacob Ginn

Title: Program Coordinator

Date: _____

Email: jacob.ginn@greenourplanet.org

Address: 8020 S Rainbow Blvd., Ste. 100-620, Las Vegas, NV 89139

DocuSign Envelope ID: AC96CF83-9498-44B9-A017-1BA5BDC54961

SCHEDULE A:
SERVICES

Please place initials where requested for the program(s)/service(s) description in which you are participating to indicate understanding of responsibilities of the program(s)/service(s).

Description of Services:

GardenConnect School Program

Initials: ____

I. SCHOOL RESPONSIBILITIES

A. Form a Garden Team of Teachers: School agrees to choose at least one staff member (teacher or administrator) to serve as Garden Team Leader and one teacher per grade level to serve as the School Garden Team. Other staff may also be part of the Garden team. **Each member of the garden team will join the GoP Magic Portal.** All teachers at the school will be welcome to also join the GoP Magic Portal.
   1. Please note that if the school is participating in both GardenConnect and HydroConnect programs, different Team Leads must serve for each program. GoP does not recommend one teacher being in charge of two programs, as it inhibits the success of the programs.

B. Provide Contact Information: School will provide GoP with contact information for all selected Garden Team Leaders and/or Co-Leaders, School Garden Team members, and others who wish to participate in training and reporting.
   1. GoP will send out a form to collect this information.

C. Show Program Presentation Video: Principal agrees to show GoP's 30-minute, GardenConnect Program Presentation at one of their staff meetings with their team within 1 month of the start of school so that teachers at the school will be familiar with the benefits of the program and how they can participate.
   1. This video will be shared along with other onboarding materials.

D. Participate in Community Collaboration:



1. Participate in Data Collection: In order for GoP to provide the best possible support, Garden Team Lead will keep GoP informed on the progress of the GardenConnect Program by completing Quarterly Surveys. Garden Team Members will provide feedback, photos, and updates through Monthly Reports. GoP reserves the right to use such photographs for promotional purposes. These data collection efforts are designed to give GoP important information regarding the teachers' experiences with the program, gauge student success and help improve the program. Data collection includes but is not limited to:
    (1) Four (4) Quarterly Surveys (for all Garden Team leads)
    (2) Nine (9) Monthly Reports during the months of September through May (for Garden Team members)
    (3) Beginning of Term "Teaching in the Garden Pre-Survey" (for all teachers at the school)
    (4) End of Term "Teaching in the Garden Post-Survey" (for all teachers at the school)
    (5) Beginning of Year "Benchmark" student surveys (for all students at the school)
        (i) Dependent upon approval by District IRB Department if needed
    (6) End of Year "Benchmark" student surveys (for all students at the school)
        (i) Dependent upon approval by District IRB Department if needed
    (7) Mid-Year survey for teachers, parents, and principals.

E. Keep GoP Informed: The Garden Team Leader will keep GoP informed about events such as harvest parties, tastings, chef-to-school events, or farmers markets related to the GardenConnect Program via forum posts and/or including them in monthly or quarterly progress reports.
    1. GoP will provide this information to funders and sponsors for reporting purposes and to secure funding for programming.

F. Keep Program Resources and Curriculum Available to Teachers: School will make sure that all teachers on campus have access to GardenConnect Program resources and GoP's PreK-5 Outdoor Garden STEM Curriculum by creating a Google or similar folder that is shared with all staff and/or inviting staff to join the GoP Magic Portal.

G. Use Curriculum and Outdoor Garden for Teaching: In order to fulfill best practices recommendations, School will work toward the goal of teachers using the GoP Outdoor Garden STEM Curriculum, MS-HS Health Curriculum, Vocational Guide, or Financial Literacy Lessons and outdoor school garden to teach STEM subjects once a week.

H. Make an Effort to Take Care of School Garden: School will develop a strategy that allows interested teachers and students to participate in the on-going operations and maintenance of the outdoor school garden.

I. Provide Supplies for School Garden: School will be responsible for replenishing all supplies needed for the outdoor garden.

J. GoP will provide advice on which supplies should be purchased. GoP will provide the school with resources outlining recommended items for purchase as well as personalized advice.

K. Attend Meetings and Workshops: Each garden team member will commit to attending a virtual "Monthly Happy Hour" (offered throughout the months of August-May), and at least 1 additional virtual workshop of the individual's choice per month that school is in session (offered August-May). GoP provides a schedule and advance notice of these meetings.

II. GREEN OUR PLANET RESPONSIBILITIES

A. Provide Virtual Coaching: GoP will provide virtual coaching services that will help you launch your School Garden STEM Program and coaches who will interact with your garden team during the school year for one school year via Zoom, Google Meet, or other online services.

B. Provide Relevant, Informational Workshop-Style Webinars: GoP Coaches will provide a series of informational webinar style workshops for teachers to attend.

1. Webinars will include topics that are suited for teachers, and that will help teachers be successful in the implementation of a garden program at their school Webinar subjects include but are not limited to:
2. Advising your school of best practices when forming a garden team of teachers at their school.
3. Advising your school on methods to engage other teachers, community members, and parents in the garden activities at your school.
4. Advising your school on fundraising projects and events to help raise money for school garden needs.
5. Advising your school with basic gardening and horticulture knowledge (weeds management, pest management, composting, planting, harvesting, planning, starting seedlings, etc.) and advise with common problems that arise in outdoor gardens.
6. Advising your school on the best garden grants to apply for and how to find local sponsorships for your program.
7. Assisting your school to expand your garden into an Outdoor Garden Classroom, complete with a white board, student seating, etc. (via educational videos, schematics, etc.)

C. Provide "Office Hours": GoP Coaches will be available for "office hours" to answer any questions that teachers have.

1. At least 4 hours a week during the typical before and after school hours during the regular school year will be dedicated to "office hours" by GoP Coaches for all schools participating in programming.

D. Provide Access to 1:1 Meetings: GoP Coaches will be available for 1:1 meetings (by appointment)
   1. Teachers will have the opportunity to book up to four (4) 1:1 meetings per school year per school with GoP Coaches as needed.

E. Provide "Chat" Services: Coaches will be available to chat via the GoP Magic Portal to answer quick questions. GoP Coaches will make an effort to reply to all questions within 1 business day.

F. Provide Post and Comment Moderation: GoP representatives will moderate and reply to posts and comments that teachers make on the GoP Magic Portal.

G. Provide Curriculum: Providing a PreK-5 STEM curriculum adapted for use in the Outdoor Garden to Next Generation Science Standards, a MS-HS Health Curriculum, and K-12 Financial Literacy Lessons. All curriculum will be available on the GoP Magic Portal.

H. Provide Video Lessons: Access to GoP's Virtual Academy of STEM video lessons and special tutorial videos. All Video Lessons will be available on the GoP Magic Portal.

I. Provide Access to Online Portal: School will have access to a Green Our Planet's Magic Portal forum so that School can interact and learn from other schools across the U.S. participating in the GardenConnect Program.

J. Provide Access to Resource Library: School will have access to the GoP's Magic Portal's ever expanding library of digital, downloadable resources.
   1. The Magic Portal will house supplemental resources, information sheets, and printable materials for teachers to use.

K. Resource library is subject to change and resources will likely be added and/or updated throughout the year. Names and contents of resources may be altered from the list below. Resources include but are not limited to:
   1. Composting
   2. Fundraising
   3. Available grants
   4. Building a garden
   5. Outdoor Garden Classroom build plans
   6. Planting zones
   7. Soil and Mulch
   8. Herbal Crafts and Food preservation
   9. Maintenance Advice and Tips
   10. Gardening Basics

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11. Seed Starting
12. Pollinators
13. Planting Guides
14. Why Garden Teams are the Key To Success
15. Why Bother Teaching Outside
16. K-5 Garden STEM Vocabulary Printables
17. Quick, No-Prep Activities
18. Recipes

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Description of Services:
HydroConnect School Program

Initials: ____

I. SCHOOL RESPONSIBILITIES

A. Form a Hydroponics Team of Teachers: School agrees to choose at least one staff member (teacher or administrator) to serve as Hydroponics Team Leader and one teacher per grade level to serve as the School Hydroponics Team. Other staff may also be part of the Hydroponics team. **Each member of the Hydroponics Team will join the GoP Magic Portal.** All teachers at the school will be welcome to also join the GoP Magic Portal.

19. Please note that if the school is participating in both HydroConnect and HydroConnect programs, different Team Leads must serve for each program. GoP does not recommend one teacher being in charge of two programs, as the workload can be too heavy.

B. Provide Contact Information: School will provide GoP with contact information for all selected Hydroponics Team Leaders and/or Co-Leaders, School Hydroponics Team members, and others who wish to participate in training and reporting.

1. GoP will send out a form to collect this information.

C. Show Program Presentation Video: Principal agrees to show GoP's 30-minute, HydroConnect Program Presentation at one of their staff meetings with their team within 1 month of the start of the program so that teachers at the school will be familiar with the benefits of the program and how they can participate.

1. This video will be shared along with other onboarding materials.

D. Participate in Community Collaboration:

1. Participate in Data Collection: In order for GoP to provide the best possible support, Hydro Team Lead will keep GoP informed on the progress of the HydroConnect Program by completing Quarterly Surveys. Hydro Team Members will provide feedback, photos, and updates through Monthly Reports. GoP reserves the right to use such photographs for promotional purposes. These data collection efforts are designed to give GoP important information regarding the teachers' experiences with the program, gauge student success and help improve the program. Data collection includes but is not limited to:

(1) Four (4) Quarterly Surveys (for all Hydro Team leads)
(2) Nine (9) Monthly Reports during the months of September through May (for Hydro Team members)



(3) Beginning of Term "Teaching with Hydroponics Pre-Survey" (for all teachers at the school)
(4) End of Term "Teaching with Hydroponics Post-Survey" (for all teachers at the school)
(5) Beginning of Year "Benchmark" student surveys (for all students at the school)
    (i) Dependent upon approval by District IRB Department if needed
(6) End of Year "Benchmark" student surveys (for all students at the school)
    (i) Dependent upon approval by District IRB Department if needed
(7) Mid-Year survey for teachers, parents, and principals.

E. Keep GoP Informed: The Hydroponics Team Leader will keep GoP informed about any issues that may be present in the materials.
    1. Team Lead or member will inspect materials immediately upon delivery and report any damage or missing items within 3 days of receipt, so that GoP may file an insurance claim and replace missing equipment.
    2. The Hydroponics Team Leader will report any issues that may be present in the materials (especially the commercial unit) such as any incorrect, missing, and/or broken parts, within 30 days of receiving the materials
    3. Inoperable lights, pumps, and/or small hydroponic systems will be replaced at no charge to school within one year of delivery.

F. The Hydroponics Team Leader will also keep GoP informed about events such as harvest parties, tastings, chef-to-school events, or farmers markets related to the HydroConnect Program via forum posts and/or including them in monthly or quarterly progress reports.
    1. GoP will provide such event information to funders and sponsors for reporting purposes and to secure funding for programming.

G. Keep Program Resources and Curriculum Available to Teachers: School will make sure that all teachers on campus have access to HydroConnect Program resources and GoP's K-5 Hydroponics STEM Curriculum by creating a Google or similar folder that is shared with all staff and/or inviting staff to join the GoP Magic Portal.

H. Use Curriculum and Hydroponics Units for Teaching: In order to fulfill best practices recommendations, School will work toward the goal of teachers using the GoP K-5 Hydroponics STEM Curriculum, MS-HS Health Curriculum, Vocational Guide, or Financial Literacy Lessons and hydroponics systems to teach STEM subjects once a week.

I. Take Care of Hydroponics Units: School will develop a strategy that allows interested teachers and students to participate in the on-going operations and maintenance of the hydroponics units.

J. Provide Supplies for Hydroponics Units: School will be responsible for replenishing all supplies needed for the hydroponics units. GoP will provide advice to which supplies should be purchased. GoP will provide the school with resources outlining recommended items for purchase as well as personalized advice.

K. Attend Meetings and Workshops:
   1. Team leads will commit to attending HydroConnect Team Training during the cohort launch period, and all other training sessions.
   2. Team Members will commit to attending the remaining 4 one-hour sessions on curriculum/resources, hydroponics systems and processes, and maintenance. Teams may send 2 or 3 individuals to each session, who will inform the rest of the team at their discretion.

II. GREEN OUR PLANET RESPONSIBILITIES

A. Provide Hydroponics Systems to Schools in their First Year of Programming: GoP will provide hydroponics units and starter supplies to schools in HydroConnect for the first year. This includes:
   1. 19 (nineteen) 12-pod iDOO Hydroponics Units
   2. 1 (one) Large Commercial Hydroponics Unit
   3. Starter pack of seeds
   4. Starter pack of iDOO planting materials
   5. Starter pack of Commercial Unit planting materials
   6. GoP branding stickers

B. Provide Virtual Coaching: GoP will provide virtual coaching services that will help you launch your HydroConnect Program and coaches who will interact with your hydroponics team during the school year for one school year via Zoom, Google Meet, or other online services.

C. Provide Relevant, Informational Workshop-Style Webinars: GoP Coaches will provide a series of informational webinar style workshops for teachers to attend.
   1. Webinars will include topics that are suited for teachers, and that will help teachers be successful in the implementation of a hydroponics program at their school. Webinar subjects include but are not limited to:
      a) Advising your school of best practices when forming a hydroponics team of teachers at their school.
      b) Advising your school on methods to engage other teachers, community members, and parents in the hydroponics activities at your school.
      c) Advising your school on fundraising projects and events to help raise money for school hydroponics needs.
      d) Advising your school with basic hydroponics knowledge and advise with common problems that arise in hydroponics systems.

e) Advising your school on the best grants to apply for and how to find local sponsorships for your program.

D. Provide "Office Hours": GoP Coaches will be available for "office hours" to answer any questions that teachers have.
   1. At least 4 hours a week during the typical before and after school hours during the regular school year will be dedicated to "office hours" by GoP Coaches for all schools participating in programming.

E. Provide Access to 1:1 Meetings: GoP Coaches will be available for 1:1 meetings (by appointment)
   1. Teachers will have the opportunity to book up to four (4) 1:1 meetings per school year per school with GoP Coaches as needed.

F. Provide "Chat" Services: Coaches will be available to chat via the GoP Magic Portal to answer quick questions. GoP Coaches will make an effort to reply to all questions within 1 business day.

G. Provide Post and Comment Moderation: GoP representatives will moderate and reply to posts and comments that teachers make on the GoP Magic Portal.

H. Provide Curriculum: GoP will provide K-5 or MS/HS Hydroponics STEM curriculum written to Next Generation Science Standards, our Culturally Responsive Hydroponics Curriculum Framework, MS-HS Health Curriculum, and K-12 Financial Literacy Lessons. All curriculum will be available on the GoP Magic Garden Portal.

I. Provide Video Lessons: Access to GoP's Virtual Academy of STEM video lessons and special tutorial videos. Video Lessons will be available on the GoP Magic Garden Portal.

J. Provide Access to Online Portal: School will have access to a GoP's Magic Portal forum so that School can interact and learn from other schools across the U.S. participating in the HydroConnect Program.

K. Provide Access to Resource Library: School will have access to the GoP's Magic Portal's ever expanding library of digital, downloadable resources.
   1. The Magic Portal will house supplemental resources, information sheets, and printable materials for teachers to use.

L. Resource library is subject to change and resources will likely be added and/or updated throughout the year. Names and contents of resources may be altered from the list below. Resources include but are not limited to:

   1. Fundraising
   2. Available grants
   3. Planting zones
   4. Herbal Crafts and Food preservation
   5. Why Hydroponics Teams are the Key To Success

6. K-5 Hydroponics STEM Vocabulary Printables
7. Quick, No-Prep Activities
8. Recipes

Special Delivery Conditions:

Are there any special delivery conditions relative to your building/location which might affect the efficiency of delivering the physical materials (i.e. the hydroponics units)? Please list any you are aware of below so that GoP may adjust accordingly. Examples of special delivery conditions include the rooms where you'd like to put your units being on the third floor of a building or your building's location being in an area without a zip code. If you have none that you are aware of, you may just put "None" below:

NONE.

SCHOOL DISTRICT OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

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

   For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

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

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

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

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

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

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

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

prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address Wendy Cashin 8020 Rainbow Blvd Ste 100-620 Las Vegas, NV 89139
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **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 Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

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

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

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

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

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

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified,

Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

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

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

36. **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

37. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal

funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Green Our Planet CONTRACTOR/COMPANY NAME	8020 Rainbow Blvd. Ste 100-620 Las Vegas, NV 89139 ADDRESS
PHONE	EMAIL accounting@greenourplanet.org
TYPE OR PRINT NAME Wendy Cashin	TITLE VP of Finance
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

Wendy Cashin Wendy Cashin (Nov 7, 2023 16:55 PST)	11/07/2023		
Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (over $24,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Green Our Planet

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.6

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Accept and Expend Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act Funding in the Amount of $1,000,000.00 (Incoming State Appropriation Funds as Reimbursement - No Net Financial Impact)

Executive Summary
Through funding awarded by the General Appropriations Act, the Guy Harvey Academy of Arts and Science grant will: establish the Guy Harvey Academy of Arts and Science at Anna Maria Elementary School in Manatee County, Florida; purchase materials and install items needed to create outdoor learning laboratories at the school sites; expand programmatic activities to King Middle School and Manatee High School, through the creation of a career pathway specific to the field of marine science; and ensure classroom program activities are aligned to Florida's state academic standards. District purchases of program materials for the Guy Harvey Academy of Arts and Science will be reimbursed from the appropriation, resulting in no net financial impact to the district.

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

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

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

Recommendation
The Superintendent recommends the approval to accept and expend Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act funding in the amount of $1,000,000.00. (Incoming State Appropriation Funds as Reimbursement - No Net Financial Impact)

Financial Impact
There will be no cost to the General Fund. The District is projected to receive funds for the Guy Harvey Academy of Arts and Science in the amount of $1,000,000.00 from July 1, 2023- June 20, 2024.

Contact
Submitting Department: Curriculum and Instruction
Initiated By: Shannon Fleming

Attachments:
Guy Harvey Staff Coordination (Signed).pdf
0076847-doe101s_Guy Harvey Academy of Arts and Science_2023-2024 (corrected).pdf
Guy Harvey DOE 100A (Signed).pdf
23-24 PPA.pdf
Guy Harvey Project Narrative_12.1.23.pdf

STAFF COORDINATION FORM

TO:		BOARD MEETING DATE : (if applicable)	LOG NUMBER:
Dr. Jason Wysong		12/12/2023	30
THRU: Shannon Fleming	PREPARED BY: Janeena Garcia	DATE PREPARED: 11/17/2023	DUE DATE: 11/27/2023

SUBJECT:	ACTION REQUIRED	
Approval to accept and expend Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act funding in the amount of $1,000,000.00 (Discretionary Non-Competitive)	✓	APPROVAL
	✓	SIGNATURE
		COORDINATION
		INFORMATION

ACTION SUMMARY: 1. Purpose	Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act in the amount of $1,000,000.00 (Discretionary Non-Competitive)
2. Background	Appropriation Project Request for fiscal year 2023-2024; Request For Application; received November 3, 2023; Application extended deadline December 1, 2023
3. Discussion	Through funding awarded by the General Appropriations Act, the Guy Harvey Academy of Arts and Science grant will: establish the Guy Harvey Academy of Arts and Science at Anna Maria Elementary School in Manatee County, Florida; solicit quotes, purchase materials, and install items needed to create outdoor learning laboratories at the school sites; expand programmatic activities to King Middle School and Manatee High School, through the creation of a career pathway specific to the field of marine science; and ensure classroom program activities are aligned to Florida's state academic standards.
4. Recommendation	The superintendent is to review, sign and approve, to accept and expend Guy Harvey Academy of Arts and Science, 2023-2024 General Appropriations Act funding in the amount of $1,000,000.00 (Discretionary Non-Competitive). Please return form to Janeena Garcia, Secondary Curriculum.

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	COMMENTS
Budget Director	Approval	Gina Maliniak	11/30/2023	Gina Maliniak
Finance Director	Approval	Cathy Miley	11/30/2023	Cathy Miley
Deputy Superintendent	Approval	Rachel Sellers	11/30/2023	[redacted]
Deputy Superintendent	Approval	Derek Jensen	11/30/2023	
Superintendent	Approval	Dr. Jason Wyson	12/01/2023	[redacted]

Encl: Tab A DOE100A
Tab B DOE101S

INSTRUCTIONS FOR STAFF COORDINATION FORM

The Staff Coordination Form is used to present information to coordinate between multiple departments and to gain a decision or signature by the Superintendent, Deputy Superintendent, or a a Chief Officer.

How to fill out this form:

TO: For final action: Name the final addressee or approval level for the action required, such as Superintendent, Deputy Superintendent or Chief Officer. For coordination: Name all addressees who need to see or comment on the proposed action.

BOARD MEETING DATE: If applicable, enter the date of the Board Meeting the item will be presented for approval.

Log Number: this is the row in which the Staff Coordination Form is logged on the joint tracker located on the Office Professionals SharePoint Site.

THROUGH: Name addressees who need to see the memo before it reaches the "TO" addressee. This keeps everyone informed and provides an opportunity to make comments or give approval.

PREPARED BY: Identify the point of contact and/or coordinating office – the originator.

SUBJECT: Tell readers what the memo is about, usually in 10 words or less.

ACTION: Indicate the action desired of the "TO" addressee.

ACTION SUMMARY: Concisely lay out the information required for the decision maker to act on the recommendation. Frame the action in the context of previous or larger issues, identifying key points, showing coordination that has been accomplished and presenting any opposing views. Analyze alternatives and provide recommendations. The following should be included in the Action Summary:

- **Purpose**: Provide a short and clear statement of the purpose.
- **Background**: Lay out chronologically how the action has developed to date, summarizing key points.
- **Discussion**: Build the case for the recommendations. Identify unresolved nonconcurrences and provide a consideration of opposing views.
- **Recommendation**: State the recommendation, including action necessary to implement it, in such a way the official need only sign an attachment or coordinate, approve or disapprove the recommended action.
- **Enclosures**: List all enclosures as **TABs**. Describe the enclosure, if sending more than one copy of an enclosure to all addressees; note the quantity after the enclosure's description.

STAFF COORDINATION /APPROVAL: When an action for review or comment is required, include each office/point of contact and the instructions for the addressee. Each reviewer should forward information back to the coordinating office. The coordinating office will make revisions and resend a final version for approval. Instructions for the addressee should be one of the following:

- Action: Directs reader to take a specific action.
- Information: Provided for information only.
- Coordination: Review, discussion or approval is required by multiple departments.

STEPS:

1) If more than simple approval is needed send Staff Coordination Form to all sub-approval level addressees for review/comment. Redraft results as necessary to address comments received; circulate final proposal for all to view. Send to final approver for approval/ signature.
2) If simple approval is needed: send Staff Coordination Form to all sub-approval level addressees for information purposes as necessary, and send to final approver with information on bottom showing names/ offices of review.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County**
B) DOE Assigned Project Number:	
C) TAPS Number:	**24A335**

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
5100	590	**Other Materials and Supplies:** specimans for dissection, specimans to study, aquaponics systems, aquaculture supplies, jellyfish tanks, water quality monitoring equipment		$ 162,500.00	100%
5100	510	**Supplies: S**ummer camp materials, classroom materials		$ 50,000.00	100%
6400	510	**Supplies:** Professsional Learning Materials		$ 5,662.20	100%
5100	641	**Fixtures and Equipment:** Decking, Sunshade, Pathway Signage, benches**,** mobile touch tanks, Guy Harvey Artwork		$ 231,508.00	100%
5100	310	**Professional and Technical Services:** Curriculum aligned to Florida State Academic Standards in Science provided in partnership with The Guy Harvey Foundation, Support and lessons provided in partnership with Mote Marine Laboratory and Aquarium focused on the aquaponics systems		$ 400,000.00	100%
6400	310	**Professional and Technical Service:** The Guy Harvey Foundation will provide 6 professional learning sessions (2 per grade band, 25 teachers per grade band)		$ 18,450.00	100%
5100	649	**Technology:** Class VR Headsets for King Middle School and Manatee High School		$ 40,000.00	100%
5100	330	**Travel:** Student field trips to Mote Marine's Aquaculture facility, Zoo Tampa, and the Florida aquarium, admission.		$ 12,500.00	100%
7800	360	**Misc:** Transportation for field trips **-** Charter Buses		$ 5,000.00	100%
7800	790	**Misc:** Transportation for field trips **-** District Buses		$ 2,000.00	100%
6400	330	**Travel:** Teachers and district personnel will attend professional learning at the Marine Lab in Key Largo, Florida, Teachers will attend the Florida Marine Science Educators Association Conference, conference fees		$ 24,740.00	100%
5100	390	**Printing:** Printing allowance for Anna Maria Elementary, King Middle School, and Manatee High School as well as The Guy Harvey summer camps		$ 6,000.00	100%
5100	160	**Regular Pay NCH:** Staffing for summer camps - 8 teachers - 2 teachers per camp, 50 hours at their hourly rate. The average rate of $40 was used for calculation.		$ 16,000.00	100%
5100	210	**Retirement:** Teacher benefits for summer camp staffing		$ 2,171.20	100%
5100	220	**FICA:** Teacher benefits for summer camp staffing		$ 1,224.00	100%
5100	240	**Workers Compensation:** Teacher benefits for summer camp staffing		$ 200.00	100%
6400	160	**Regular Pay NCH:** Non-contracted hourly $20 per hour rate for 150 teachers to receive 6 hours of professional learning		$ 18,000.00	100%
6400	210	**Retirement**: Teacher benefits for attending professional learning		$ 2,442.60	100%
6400	220	**FICA:** Teacher benefits for attending professional learning		$ 1,377.00	100%
6400	240	**Workers Compensation:** Teacher benefits for attending professional learning		$ 225.00	100%
			D) TOTAL	**$ 1,000,000.00**	

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**

Budget Narrative Form Instructions

A) Enter Name of Eligible Recipient/Fiscal Agent
B) Enter DOE Assigned Project Number
C) Enter TAPS Number
D) Enter the Total Amount for column (5)

(1) Function Code – *For School Districts Only* – Enter the Function Code, as required in the *Financial and Program Cost Accounting and Reporting for Florida Schools Manual,* which best classifies the overall purpose or objective of the goods or services budgeted.

(2) Object Code – Enter the Object Code which best classifies the goods or services budgeted. *School Districts* - Use the three-digit Object Code as required in the *Financial and Program Cost Accounting and Reporting for Florida Schools Manual*; *Colleges and Universities* - Use the first three digits of the Object Codes listed in the *Florida Accounting Information Resource Manual*; *Non-public entities* – Use the Object Codes that are used in the respective entity's/agency's chart of accounts.

(3) Account Title and Narrative - Provide the Account Title that applies to the Object Code listed in (2) and a detailed Narrative that includes a description of each good or service budgeted and its purpose or use. For example:
Salaries – Describe the type(s) of position(s) requested and the major responsibilities/duties of each position(s). Use a separate line to describe each type of position.
Other Personal Services – Describe the type of service(s), its purpose or use, and an estimated number of hours for each type of position. OPS is defined as compensation paid to persons, including substitute teachers not under contract, who are employed to provide temporary services to the program.
Professional/Technical Services – Describe the services rendered by personnel, other than agency personnel employees, who provide specialized skills and knowledge.
Contractual Services and/or Inter-agency agreements – Describe the services to be rendered and the type of entity or agency (name, if available).
Travel – Describe each type of travel to be supported with project funds, such as conference(s), local travel, in- or out-of-district, and out-of-state. Do not list
individual names. List individual position(s) when travel funds are being requested to perform necessary activities.
Materials and Supplies - Describe the type of item to be purchased and its purpose or use.
Capital Outlay - Describe the type of item/equipment to be purchased and its purpose or use.
Indirect Cost - Refer to the DOE *Project Application and Amendment Procedures for Federal and State Programs* (*Green Book*) for additional guidance regarding indirect cost.
- *School Districts Only* - Provide the percentage rate from the district's Approved Indirect Cost Plan.
- *Colleges and Universities Only* – Provide the percentage rate (maximum of 5%) approved by the DOE.

(4) FTE - (Only a*pplicable for items classified as Salaries and Other Personal Services (Refer to (2) Object Code.)* Enter the total number of positions (as FTEs*) that will be supported with these funds. *Full-Time Equivalent (FTE based on the standard workweek for the type of position) is the number of positions to be funded. Determine FTE by dividing the standard number of weekly hours (e.g., 35 hours) for the type of position (e.g., teacher aide) into the actual work hours to be funded by the project.

(5) Amount - Enter the total amount budgeted for each line item.

(6) Percent Allocated – For each line item, enter the appropriate percentage that is allocated or applicable to this project (see pages 3-4 for examples).

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**Guy Harvey Academy of Arts and Science** **TAPS NUMBER: # 24A335**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Ave. W** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$1,000,000	Contact Name: Susan Smucker Amber Platowski Shannon Fleming Veronica Arellano DeCastro	Telephone Numbers: 941-751-6550 ext. 43299 941-751-6550 ext. 43025 941-751-6550 ext. 43392 941-708-8770 ext. 41079
DOE USE ONLY **Total Approved Project:** $1,000,000	Mailing Address: Professional Support Center 2501 63rd Ave. E Bradenton, FL 34203	smuckers@manateeschools.net platowskia2@manateeschools.net flemings2@manateeschools.net arellanodecastrov@manateeschools.net
	Professional Support Center 2501 63rd Ave. E Bradenton, FL 34203	UEI number: FEIN number:

CERTIFICATION

I, Jason Wysong, (*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)	Superintendent	12/01/2023
Jason Wysong (Dec 1, 2023 09:18 EST) Signature of Agency Head	Title	Date

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Unique Entity Identifier (UEI) requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their UEI registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

Project Performance Accountability Information, Instructions, and Form

NOTE: The following pages are included in the RFA (DOE 900D) template and are to be completed by the applicant.
The Florida Department of Education has a standardized process for preparing applications for discretionary funds. This section of the RFA, Project Performance Accountability, is to assure proper accountability and compliance with applicable state and federal requirements.

The Department's project managers will:

- track each project's performance based on the information provided and the stated criteria for successful performance
- verify the receipt of required deliverables prior to payment

For projects funded via Cash Advance, the Department's project managers will verify that the project activities/deliverables are progressing in a satisfactory manner, consistent with the Scope of Work/Project Narrative and Performance Expectations, on a quarterly basis.

The Scope of Work/ Project Narrative must include the specific tasks that the grantee is required to perform.
Deliverables must:

- be directly linked to a specific line item/cost item that in turn links to the specific task/activity/service
- identify the minimum level of service to be performed
- be quantifiable, measurable, and verifiable. (*how many, how often, duration*). Effectiveness (*a method demonstrating the success such as a scale goals to be attained is necessary*). Evidence or proof that the activity took place (*examples of deliverables: documents, manuals, training materials and other tangible product to be developed by the project, training & technical assistance and the method of provision, number of clients or individuals served, the method of providing the service and frequency).* Criteria for acceptance may vary based on the services being provided. Specific criteria will need to be developed by the program office, communicated to the provider, articulated in the deliverable form, and will become part of the project award.

The applicant must complete the information related to the required tasks to be performed and timelines/due dates for the respective tasks/deliverables consistent with the provided instructions. Per Chapter 215.971 F.S. financial consequences will be applied if the subrecipient fails to perform the minimum level of services required by the agreement. Unit cost is not necessary for each item but can be used to establish a methodology for reduction in the event minimum performance is not met.

Project Performance Accountability 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 (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost
Formation of a marine science career pathway from Anna Maria Elementary to King Middle to Manatee High School/Professional Learning at Marine Lab	Teachers and district personnel will attend a 3-day program at Marine Lab in Key Largo to expand their understanding of marine science and be better prepared to teach it with their students	Pre-post surveys, invoices, photos	6/30/24	$20,240
Formation of a marine science career pathway from Anna Maria Elementary to King Middle to Manatee High School/Professional Learning at Florida Marine Science Educators Association Conference	Teachers from AME (Anna Maria Elementary), KMS (King Middle School) and MHS (Manatee High School) will attend the conference and attend sessions that pertain to their grade level	Agenda, photos, invoices	6/30/24	$9,000
Formation of a marine science career pathway from AME to KMS to MHS/Professional Learning	6 professional learning sessions (2 per grade band, 25 teachers per grade band) provided by the Guy Harvey Foundation. Training and classroom materials will be provided.	Pre-post workshop survey, invoices	6/30/24	$18,450
Formation of a marine science career pathway from AME to KMS to MHS focusing on aquaculture	Mote Marine Laboratory and Aquarium will provide support with the aquaponics tanks and aquariums at AME, KMS, and MHS, which gradually increase in complexity	Photos, pre-post student surveys, quote and invoice	6/30/24	$100,000
Formation of a vertically aligned marine science career pathway for college and	Curriculum aligned to Florida's State Academic Standards for science that is grade-band specific and unique to the	Lesson Plans, quotes and invoice	6/30/24	$300,000

career readiness from AME to KMS to MHS	pathway from the Guy Harvey Academy of Arts and Science to KMS to MHS			
Expansion of a marine science careers pathway from AME to KMS to MHS	Field trips to Mote Marine's Aquaculture facility, Zoo Tampa, and the Florida Aquarium for students from AME, KMS, and MHS	Pre-post student surveys about careers in marine science, invoices	6/30/24	$15,000
Expansion of an outdoor learning laboratory at AME	Deck, mobile touch tanks, sunshade, signage, and benches	Photos of before/after, invoices	6/30/24	$147,000
Formation of a career pathway in marine science expanding from AME to KMS to MHS.	Aquaculture supplies, water quality monitoring equipment, classroom materials, aquaponics systems	Photos of before/after, invoices	6/30/24	$110,486.20
Formation of a career pathway in marine science expanding from AME to KMS to MHS	Specimens for dissection, specimens to study (Inwater Research Trunks and Skulls Unlimited) for work on high-interest species such as turtles and sharks	Pre-post unit survey, invoices	6/30/24	$50,000
Formation of a career pathway in marine science expanding from AME to KMS to MHS	Summer Camp Curriculum, Equipment and Supplies	Pre-post camp surveys, invoices, timesheets	6/30/24	$55,176
Formation of a career pathway in marine science expanding from AME to KMS to MHS	Staffing for summer camp. 8 teachers – 2 teachers per camp, 50 hours includes planning and implementing, hourly rate is estimated at $40 per hour and benefits	Time sheets	6/30/24	$19,595.20
Formation of career pathway in marine science expanding from AME to KMS to MHS	Jellyfish tank in each school's lobby to demonstrate to the public that they are a part of the marine science career pathway	Photos of before/after, invoices	6/30/24	$2500
Expansion of the Guy Harvey Academy of Arts and Science	Non-Contracted hourly pay for 150 teachers to receive 6 hours of training at their $20 hourly rate and benefits	Time sheets	6/30/24	$22,044.60
Expansion of the Guy Harvey Academy of Arts and Science	Class VR Headsets for King Middle School and Manatee High School	Photos, invoice	6/30/24	$40,000
Formation of a career pathway in marine science expanding from AME to KMS to MHS	Printing allowance for Anna Maria Elementary, King Middle School, and Manatee High School for curriculum materials, advertisement, and summer camps	invoices	6/30/24	$6000
Expansion of the Guy Harvey Academy of Arts and Science	Guy Harvey artwork/wraps for aquarium areas at King MS, and Manatee HS	Invoices, photos	6/30/24	$84,508
			Total	**$1,000,000**

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

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

SCHOOL DISTRICT OF MANATEE COUNTY

December 1, 2023
Project Narrative

Through a partnership with the Guy Harvey Foundation, the School District of Manatee County will use the provided funds to expand on the first ever Guy Harvey Academy of Arts and Science at Anna Maria Elementary School to extend student learning experiences by installing outdoor learning laboratories as well as extend programming into King Middle School and Manatee High School through developing a Marine Science Career Pathway. This project will provide teachers with professional learning, curriculum, and equipment to strengthen student and teachers content knowledge of the Florida's State Academic Standards for Science.

Opportunities will be available to students interested in following a career pathway in Marine Science from Anna Maria Elementary to King Middle School and finally Manatee High School. A focus on aquaculture will be the bedrock of the career pathway through vertically aligned lessons developed in partnership with The Guy Harvey Foundation, hands-on opportunities for learning for students and teachers through partnership with The Guy Harvey Foundation and community partner, Mote Marine Laboratory and Aquarium. Students and teachers will have the chance to work with each campus' aquaponic systems and aquariums. Additionally, students and teachers will have access to Florida Academic Standards for Science aligned curriculum developed by the Guy Harvey Foundation on the following: K-5 Marine Science Modules, K-5 Webcam Modules, Mangrove Modules, K-12 Lionfish Modules, Guy Harvey Modules, Outdoor Learning Modules, Middle School Marine Science Modules, 6-12 Aquarium Modules, High School Interpreting Scientific Research Module, and High School Marine Careers Module.

Professional learning will be a foundation of the program so that teachers across grade bands feel comfortable teaching their students about these complex topics. Opportunities for teacher trainings include a 3-day immersive experience at Marine Lab in Key Largo, Florida, in-district professional learning workshops in partnership with The Guy Harvey Foundation and Mote Marine Laboratory and Aquarium, the opportunity to join and attend the Florida Marine Science Educators Association Conference in Juno Beach (FMSEA), as well as onsite support by the School District of Manatee County Elementary and Secondary Science Curriculum Coordinators. All professional learning will be focused on supporting teacher clarity on the Florida's State Academic Standards for Science.

The School District of Manatee County currently serves 66 total schools, 47 traditional public schools (31 elementary, 9 middle, 7 high schools), 3 non-traditional public schools, Mantatee Technical College, and 15 charter schools. Student demographics for the district include, 51% Male, 49% Female, 46% White, 35% Hispanic, 11% African American, 5% Multi-Racial, 2% Asian, and 0.1% Indian.

This project is a K-12 initiative focused on further developing The Guy Harvey Academy of Arts and Science at Anna Maria Elementary and extending and developing a Marine Science Career Pathway through middle and high school. Due to the project's scope, most of the funding will be spent supporting student and teacher learning at the following three schools: Anna Maria Elementary, King Middle School, and Manatee High School. Currently, there are 208 students enrolled at Anna Maria Elementary, 879 students at King Middle School, and 1,997 students at Manatee High School where 571 students are taking a course in marine science. The School District of Manatee County will make lessons developed during this project available to all schools. Learning opportunities will be extended to all district students with an interest in marine science topics or careers through summer camps.

The goal of this project is that there will be an increase in teacher clarity and confidence to engage students in standards-aligned, inquiry-based science lessons focused on marine science and marine science careers. Students will gain exposure to the many opportunities for careers in marine science, will have experiences that support their learning of the Florida Academic Standards in Science, as well as find a passion that they can grow from elementary through high school and beyond. Another goal of this project is to increase enrollment at Anna Maria Elementary, King Middle School and enrollment in marine science courses at Manatee High School. Our enrollment numbers below are a comparison from 2022 to 2023.

Enrollment		
School	2022-2023	2023-2024
Anna Maria Elementary	209	208
King Middle School	987	879
Manatee High School – marine science courses	330	571

To evaluate the success of the project, the School District of Manatee County will gather feedback from teachers, students, parents, and administrators throughout their experience. The following qualitative and quantitative data will be used to evaluate the project outcomes:

- Student performance on the 5th grade Florida State Science Assessment.
    - Baseline: Anna Maria Elementary Percent Proficient on 5th grade Florida State Science Assessment in 2022-2023 was 73%.
- Student performance on the 8th grade Florida State Science Assessment.
    - Baseline: King Middle School Percent Proficient on 8th grade Florida State Science Assessment in 2022-2023 was 40%.
- Student learning gains as measured on the pre/post Guy Harvey Module assessments.
- Observational data gathered through classroom visits.
- Teacher confidence in marine science content and resources as measured by a Teacher Survey.
- Teacher clarity after attending professional learning as measured by pre/post surveys.
- Student interest in Marine Science as measured by a Student Career Survey.
- Anecdotal notes from classroom visits and experiential learning opportunities.

The project deliverables include:

Professional Learning:

- 3-day Marine Lab Immersive Professional Learning Workshop for Teachers
- Six trainings (25 teachers per training) to build capacity for marine science instruction
- Teacher Membership and travel expenses to attend the Spring Florida Marine Science Educators Association (FMSEA) Conference 2024

Curriculum provided by the Guy Harvey Foundation:

- K-5 Marine Science Modules
- K-5 Webcam Aquarium Modules
- K-5 Mangrove Modules Update
- K-5 Guy Harvey Art Lessons
- K-5 Outdoor Learning Lab Module
- K-12 Lionfish Modules
- 6-8 Science Module
- 6-12 Aquarium Module
- 9-12 Interpreting Scientific Research Module
- 9-12 Marine Careers Module
- Four four-day camp programs

Summer Camps:

- Teacher compensation for school district teachers to plan and lead summer camps

Supplies to support curriculum:

- Classroom supplies
- Summer camp supplies
- Microscopes
- Probe ware and water quality testing kits for aquarium and in-field water quality testing
- Class VR Headsets (hardware and software)
- Printing

Specimens/specimen replicas for investigation:

- 5 Darker Skies, Darker Beaches Traveling Trunks from Inwater Research
- 2 Traveling Turtle Trunks from Inwater Research
- Skull replicas from Skulls Unlimited
- Dissection Specimens for 9-12

Field Trips for Experiential Learning:

- Florida Aquarium
- Mote Marine Lab and Aquarium
- Zoo Tampa

Expansion of Outdoor Learning Space at the Guy Harvey Academy of Arts & Science at Anna Maria Elementary School:

- Installation of Deck
- Commercial Sunshade sail with installation
- Story Walk signage for Nature Walk Area
- Benches/seating areas
- Mobile Touch Tanks for specimen investigations
- Guy Harvey Artwork to wrap the touch tanks

Expanded Marine Science Programming at King Middle School and Manatee High School:

- Mobile Touch Tanks for specimen investigations/animal husbandry lessons
- Instant Ocean salt to create a saltwater tank environment
- Jellyfish tanks for lobbies of all three schools to show marine science career pathway between AME, KMS, and MHS

Marine Aquaculture Career Pathway from AME to KMS to MHS:

- Aquaponics systems at each of the three schools, increasing in complexity from elementary to middle to high school
- Contract with Mote Marine Lab and Aquarium to provide set up support, teacher training and classroom learning opportunities for students at each of the three pathways schools
- Fish, Fish Food, chemicals, seeds for a successful aquaponics system at each of the three schools

AGENDA ITEM NO. 11.7

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
On April 11, 2023, the Board approved for the Secondary Education Department to apply for the Driver Education Program Grant with the Manatee County Government.

The Manatee County Government will provide funding from the Dori Slosberg Education Safety Trust Fund Grant in the amount of $201,532.00, for the driver enhancement services provided by the School Board of Manatee County during the interlocal agreement period dating back to October 1, 2023, through September 30, 2024.

With this agreement, the School District shall enhance current driver education program services by providing driver education courses to introduce traffic laws and defensive driving techniques as described in the Florida Driving Manual, testing of traffic laws in conjunction with assessment of student driving skills by using the State of Florida Driving Skills Test, and issue operator driver license waivers for student operator licenses on Saturdays during the school year and throughout the summer.

In the 2002 Legislative Session, Representative Irv Slosberg introduced a bill, which was passed by the Legislature, allowing school districts to petition county commissioners to pass a county ordinance to add a $3.00 surcharge to all civil traffic violations. Funds generated must be used to pay the direct educational expenses of driver education in county, public and private schools.

By providing students with the driver education program, they will form knowledge, skills in good driving habits, and become a responsible driver in our community.

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

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

Recommendation
The Superintendent recommends approval to accept and expend the 2023-2024 Manatee County Government Student Driver Education Program Grant, in the amount of $201,532.00. (Incoming Grant Funds)

Financial Impact
There will be no cost to the General Fund. The School District will receive funds over a one-year period through the grant.

Contact

Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
(FinalFY24)School Board Driver Ed Interlocal Agreement

INTERLOCAL AGREEMENT
regarding
PUBLIC SERVICES—STUDENT DRIVER EDUCATION PROGRAM

MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the **School Board of Manatee County**, a corporate body created and existing under the laws of the State of Florida, hereinafter referred to as the "School Board".

RECITALS

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, and to promote the general health, safety, and welfare of the public; and

WHEREAS, the School Board is a Florida school board empowered to provide public education services to the residents of Manatee County, Florida, and to provide certain services to promote the general health, safety, and welfare of the public; and

WHEREAS, Section 163.01, *Florida Statutes,* the "Florida Interlocal Cooperation Act", permits the County and the School Board to enter into this Interlocal Agreement to exercise the powers, privileges, and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their common powers; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County and the School Board to enter into this Agreement to provide funding for the "Program" of services, as further defined herein, to be provided by the School Board to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the School Board agree as follows:

Article 1
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 1 of Article VIII, and Article IX of the Constitution of the State of Florida, Chapters 125 and 1001 of Florida Statutes and Section 163.01 of Florida Statutes.

Article 2
PUBLIC SERVICES

2.1 Performance of Public Services. Commencing October 1, 2023, the School Board shall provide the Program of public services as follows:

a. Scope of Service. The School Board shall provide the program of public services, *i.e* student driver education program as more specifically described in **Attachment "A",** which shall be hereinafter referred to as the "Program."

b. Contract Documents. The School Board and County shall comply with the following attachments which are attached and incorporated into this Agreement:

Attachment "A" - Program Description
Attachment "B" – Payments and Supporting Documentation
Attachment "C" - Special Conditions
Attachment "D" - Insurance Certificate

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

c. Compliance with Laws; Non-Discrimination. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of federal, state, and local governments and the Americans with Disabilities Act. Additionally, the School Board covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, or beliefs be excluded from participation in the Program, be denied the benefits of employment by the School Board, or be subjected to discrimination under any service or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States or the State of Florida, or any applicable code, rules or laws.

d. Licenses. The School Board shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request by the County's representative.

e. Subcontractors. A part of the consideration provided by the County hereunder is based upon the need to establish and maintain a fiscally sound public entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, the School Board agrees that the Program shall be provided by volunteers or employees of the School Board, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of the County's representative, or contracts or leases for materials, supplies, facilities, and other support services for the Program.

f. Health Insurance Portability and Accountability Act (HIPAA). To the extent the School Board is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), the School Board shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable Protected Health Information (PHI) that is collected, processed or learned as a result of its performance of the Program of public services provided hereunder. In conformity therewith, the School Board shall:

i. Not use or further disclose PHI except as permitted under this Agreement or as required by law;

ii. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

iii. Mitigate, to the extent practicable, any harmful effect that is known to the School Board of a use or disclosure of PHI by the School Board except as permitted by this Agreement;

iv. Report to the County any use or disclosure of PHI not provided for by this Agreement of which the School Board becomes aware;

v. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining compliance with HIPAA by the County or the School Board;

vi. Take appropriate disciplinary actions against employees and agents who violate HIPAA regulations;

vii. Ensure all relevant employees and agents are instructed in HIPAA compliance prior to performing services related to PHI records, and assume all expenses for such training; and

viii. Compel employees and agents to sign acknowledgments of receipt of, and understanding of, all rules and regulations related to HIPAA.

Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the limitations set forth in Section 768.28, Florida Statutes, the School Board shall hold harmless and indemnify the County from any civil or administrative action, fine, or penalty resulting from a breach of patient privacy or violation of HIPAA by the School Board, its agents or employees. In addition to the foregoing, to the extent the School Board is a HIPAA Covered Entity or Business Associate (as defined in HIPAA), the School Board shall enter into a HIPAA business associate agreement with any Business Associate that will have access to PHI, and shall provide the County, upon the County's request, copies of same.

g. Other Conditions and Obligations.

i. Compliance with Section 448.095(5), Florida Statutes. The School Board shall register with and use the E-Verify system to verify the work authorization status of all new employees of the School Board. The School Board hereby represents and warrants that it has, and shall remain throughout the duration of this contract, registered with, and use and shall continue to use, the E-Verify system. The School Board shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the School Board enters into a contract with a subcontractor, the subcontractor shall provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The School Board shall maintain a copy of such affidavit for the duration of this Agreement.

ii. Pursuant to Section 488.095(5)(c)3, Florida Statutes, the County is authorized to terminate this Agreement if it has a good faith belief that the School Board , or its subcontractor, has knowingly violated section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

iii. Compliance with Section 125.0156, Florida Statutes. No funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

iv. The School Board shall use its best efforts to attend and participate in meetings regarding County funding, as requested by the County's representative.

v. The funds paid to the School Board by the County are not for the benefit of any individual but are provided to assist the School Board in developing and maintaining the Program of public services deemed beneficial to the health, safety, and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility, and unit of service costs whether covering all or a portion of the School Board's cost of providing the Program, are provided to apportion payment to the School Board and represent the minimum level of service the School Board must provide during the term of this Agreement.

vi. Payment of County funds for this program is for the actual expenses associated with the Program, and only for Program services actually rendered by the School Board. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third-party sources. If the School Board receives such revenues which then exceed the actual Program costs, the School Board shall notify the County's representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

vii. With respect to Program files and/or individual Client (as specifically defined in Attachment "A") files documenting services:

a. The County's representative shall have the option of reviewing the contents of the files.

b. The School Board shall make the following information available during all site visits:

1. Client Consent. The School Board shall present a signed Consent Form (as described in this Article) prior to any client file information being reviewed. For minors, a parent or guardian signature is required. Records presented without a signed consent

will be considered unavailable to use as documentation for proof of services rendered.

2. Client Eligibility. The School Board shall maintain Program records that provide evidence of Client eligibility including the Client's date of birth and residential address of the Client within Manatee County. Post office boxes shall not be considered residential addresses. For minors, a parent or guardian must provide the evidence of child's birthdate and residency.

3. Program Services Documentation. The School Board shall maintain sufficient records to document units of service provided in accordance with Attachment "A" of this Agreement.

viii. The County's representative may request, and the School Board shall provide, additional information for the County's periodic review, School Board payment requests, site visits, annual monitoring, and other Agreement-related tasks.

ix. The County's representative shall have the authority to approve the final format of the requested documentation referenced in this Agreement and its Attachments.

x. Because the services provided by the School Board are funded in whole or in part by the County, the School Board agrees to require each Client receiving services (or legal guardian of Client where applicable) to execute a Consent Form.

a. The Consent Form shall contain an acknowledgment of the Client or guardian that he/she understands that the County's representative may request access to any or all School Board records relating to the Program and/or the delivery of Services for the purposes of evaluating or monitoring the Program or delivery of Service to the Client, and that he/she consents to the release of records for these purposes.

b. The Consent Form shall be drafted by the School Board and shall be subject to review and approval by the County's representative prior to use.

c. The County's representative may waive this requirement for group educational and similar programs.

h. Records; Audits.

i. The School Board shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The School Board shall provide the County's representative with all necessary information, records, and contracts required by this Agreement as requested by the County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon by the County's representative. The School Board's information shall be made available to the County for audit, inspection, or copying during normal business hours and as often as County may deem necessary, except for Client records protected by Client confidentiality rules or regulations established by state or federal law. In cases where Client confidentiality applies, the School Board shall provide requested records in a fashion which maintains confidentiality. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the School Board made by any local, state or federal agency. The School Board and the County shall each retain all records and supporting documents related to this Agreement and the Program in accordance with all applicable laws, rules and regulations, including but not limited to Florida's Public Records Law, Chapter 119, Florida Statutes.

IF THE VENDOR HAS QUESTION REGARDING THE APPLICATION OF CHAPTER 119, FLROIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LACY PRITCHARD AT 941-742-5845, LACY.PRITCHARD@MYMANATEE.ORG, MANATEE COUNTY GOVERNMENT, ATTN: CUSTODIAN OF PUBLIC RECORDS, P.O. BOX 1000, BRADENTON, FL 34206-1000.

iii. The submission of documentation by the School Board shall serve as its certification and representation that the information contained therein is true and correct. The School Board recognizes that the County has relied upon or will rely upon records provided by the School Board in making its determination to provide funds to the School Board in the manner provided

in this Agreement. If at any time the County determines that the information submitted is not true and correct, the County may immediately terminate this Agreement and seek to recover any funds paid to the School Board.

iv. All forms referenced in this Agreement not attached herein shall be provided or approved by the County's representative and shall be completed and submitted by the School Board to the County as requested.

2.2 County Funding of Services. Subject to the School Board performing each of its obligations under this Interlocal Agreement, commencing October 1, 2023, the County shall provide funding to the School Board in an amount not to exceed $201,532.00 over the term of this Agreement, for costs associated with the Program in accordance with this Interlocal Agreement. Payment of such funds shall be made on a reimbursement basis in accordance with Attachment B.

a. Limitation of Costs and Payments. The School Board shall be paid by the County in accordance with Attachment B for the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

b. Withholding of Payments. If the School Board fails to comply with the terms of this Agreement, the County Administrator, County representative, or other designee may, upon written notification to the School Board, withhold payment until the School Board complies. The notice shall specify the manner in which the School Board has failed to comply. In the event the School Board does not correct and cure such failure to comply within thirty (30) days of receipt of such notice, the County may exercise its right of termination pursuant to Article 3, and pursue all remedies available pursuant to Article 4.2.

2.3 Annual Appropriation. The County's obligation pursuant to Section 2.2 shall be contingent upon and subject to the Board of County Commissioners budgeting and appropriating legally available funds.

2.4 Indemnification, Legal Relationship, and Third Parties.

a. Scope of Liability. The School Board and the County agree that each party will be liable for the negligent acts or omissions of its own employees only and will be responsible for worker's compensation coverage and claims only of its own employees.

b. Employees. The parties are not partners, joint ventures, or joint employers, and

the employees of each party shall not be considered or treated as employees of the other for any purpose. Nothing herein contained shall be construed as vesting or delegating to the School Board or any of the officers, employees, personnel, agents, or subcontractors of the School Board, any rights, interest, or status as an employee of the County. The County shall not be liable to any person, firm, or corporation that is employed by, contracts with, or provides goods or services to the School Board in connection with the Program, or for debts or claims accruing to such parties. The School Board shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

c. Indemnification. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify the other party and hold it harmless as to any claim, judgment, or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statutes § 768.28. The parties understand that pursuant to Florida Statutes § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statutes § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

2.5 Insurance.

a. Coverage Requirements. Without limiting any obligation or liability of the School Board, the School Board shall, at its sole expense, procure, maintain, and keep in full force for as long as this Agreement is in effect, the following types and limits of insurance:

i. Commercial General Liability Insurance. Coverage shall be afforded under a per occurrence policy form, and include policy limits not less than:

- $ 1,000,000 Single Limit Per Occurrence
- $ 2,000,000 Aggregate
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal and Advertising Injury Liability
- $ 50,000 Fire Damage Liability
- $ 5,000 in Medical Expenses, and
- $ 1,000,000 Third Party Property Damage

This policy shall contain severability of interests provisions and shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

ii. Automobile Liability Insurance. Coverage shall be afforded under a per occurrence policy form including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $500,000 Bodily Injury and $ 500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests provisions. This coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers.

iii. Workers' Compensation Insurance. Statutory workers' compensation coverage shall apply to all employees in compliance with the laws and statutes of the State of Florida, or of the State in which the work is being conducted, and the federal government. The insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from services provided by the School Board on behalf of the County. Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the Program site and in compliance with the above Workers' Compensation requirements.

iv. Employers' Liability Insurance. Coverage limits of not less than:

- $100,000 Bodily Injury by Accident (Each Accident)
- $100,00 Bodily Injury by Disease (Each Employee)
- $500,000 Bodily Injury by Disease (Policy Aggregate)

b. Additional Insurance Terms and Conditions.

i. The School Board may satisfy the requirements of this Section through its own self-insurance program maintained in accordance with Florida Statutes 768.28

ii. The School Board shall furnish to the County evidence of the above insurance in the form of a Certificate of Insurance with all applicable endorsements, or if utilizing its self-insurance program for part or all of the coverage(s), it may submit a letter of coverage signed by the Risk Manager.

iii. All such policies, except Worker's Compensation and Employer's Liability, shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an additional insured for the coverages.

iv. The School Board understands and agrees that the stipulated coverages listed herein shall not be construed as a limitation of any potential liability to the County or to others, and the County's failure to request evidence of such insurance coverage shall not be construed as a waiver of the School Board's obligation to provide and maintain the insurance coverage specified.

v. Both parties understand and agree that neither party hereby waives its immunity, and nothing herein shall be interpreted as a waiver of either party's rights, including the limited waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and both parties expressly reserve these rights to the full extent allowed by law.

vi. Upon the insurance policies' renewal dates, the School Board shall furnish to the County a Certificate(s) of Insurance (using an industry-accepted certificate form, signed by the issuer, with applicable endorsements, and containing the Agreement number, and title or description) evidencing the coverage set forth and naming "Manatee County, a Political Subdivision of the State of Florida" as an additional insured. Workers' Compensation and Employer's Liability insurances are excluded from the additional insured endorsement.

vii. The School Board is solely responsible for all insurance premiums and policy deductibles.

viii. The School Board waives all subrogation rights against the County for all losses or damages whether suit is brought during the period of this agreement or not.

ix. It is the School Board's responsibility to ensure that its agents, representatives, and subcontractors if any, comply with the insurance

requirements set forth herein. The School Board shall include its agents, representatives, and subcontractors working at the Program site locations as insureds under its policies or they shall furnish to the County separate certificates with endorsements for each.

x. Fifteen (15) days written notice shall be provided to the County's Risk Manager, as defined below, of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies required in this Agreement. Notice shall reference this Agreement number and title or description.

County Attorney's Office
Division of Risk Management
Attn: Risk Manager
1112 Manatee Ave. West, Suite 969, Bradenton, FL 34203
(941) 745-3750
claims@mymanatee.org

xi. The County reserves the right to modify the insurance requirements through written notice to the School Board, to the extent reasonably deemed necessary to protect the County from loss damage or liability for the acts, errors and omissions of School Board.

Article 3
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect once fully executed by both parties and filed in accordance with Section 163.01(11), Florida Statutes, and Article 5.8 of this Interlocal Agreement. However, the parties agree that the terms and conditions herein shall apply retroactively to the Program of public services and payment for same, which started on October 1, 2023.

3.2 Termination. Unless terminated for cause in accordance with applicable law, or renewed pursuant to Section 3.3, this Interlocal Agreement shall terminate on September 30, 2024.

3.3 Renewal. Subject to the approval by the County's Board of County Commissioners and the School Board's governing board, the School Board and the County may renew this Interlocal Agreement for one additional year on an annual basis.

Article 4

AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by a written instrument expressly approved for the County by the Board of County Commissioners and for the School Board by the School Board's governing board, and only if properly executed by all the parties hereto.

4.2. Enforcement. In the event the County determines the School Board has not fulfilled the obligations contained in this Agreement, the County may require reimbursement for any or all funds paid to the School Board. The School Board shall reimburse the County the requested sum upon receipt of such request; if the School Board fails to return the funds, the County may take any and all necessary legal measures to recover such funds, including without limitation any and all remedies available at law or in equity.

Article 5
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board and the County each hereby represent, warrant, and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts, or liabilities of the School Board, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement.

5.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform. In accordance with applicable law, the School Board shall not be compensated for any period in which Program services are suspended or discontinued as a result of such an event.

5.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.5 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.6 Severability. The provisions of this Agreement are declared by the parties to be severable.

5.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit of the State of Florida in and for Manatee County.

5.8 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters, are null and void and of no effect. As required by Section 163.01(11), Florida Statutes, this Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County, Florida (the "Clerk"). The School Board is responsible for filing this Agreement with the Clerk within thirty (30) days after its execution by both parties and shall pay any and all costs related to same.

5.9 Non-Assignability. The School Board may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

5.10 Representatives. Within thirty (30) days from the date of execution of this Agreement by both parties, the School Board shall provide the County with a list of representatives authorized to act on behalf of the School Board under this Agreement, in addition to the designated representative identified in Attachment "C" The list of authorized representatives shall be approved by the School Board's superintendent. The Director of the County's Neighborhood Services Department, or such other employee as may be designated in writing by the County Administrator, shall serve as the County's representative, and is authorized to interpret this Agreement and designate such additional employees as may be required to monitor the School Board's performance, provide technical assistance, and assume other administrative duties associated with

the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his or her designee.

5.11 Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the School Board and any providers of promotional, advertising, or other services or goods, purchased by the School Board. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:
Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to:
Director of Manatee County Community and Veterans Services
Manatee County Administration Center
1112 Manatee Avenue, Suite 510
Bradenton, Florida 34205

and

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to School Board:
Superintendent of Schools

School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205
Phone: (941)708-8770

With a copy to: School Board Attorney
School Board of Manatee County, Florida
215 Manatee Avenue West
Bradenton, FL 34205
Phone: (941)708-8770

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

5.13 **Authority to Execute; Electronic Signatures.** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and that the person who has executed this Agreement on the party's behalf has been duly authorized and empowered by the party to do so. This Agreement may be executed by electronic signature in accordance with Florida law.

[signature page to follow]

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Chairperson

ATTEST: Angelina Colonneso,
Clerk of the Circuit Court and
Comptroller

By: _____
Deputy Clerk

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By:_____
Chairman

ATTEST:

By:_____
Superintendent

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: _____
Attorney for the School Board

ATTACHMENT A
PROGRAM DESCRIPTION

1. PROGRAM DESCRIPTION:

    a. The School Board shall enhance current driver education program services by providing driver education courses to introduce traffic laws and defensive driving techniques as described in the Florida Driving Manual, testing of traffic laws in conjunction with assessment of student driving skills by using the State of Florida Driving Skills Test, and issue operator driver license waivers for student operator licenses on Saturdays during the school year (August-May), and throughout the summer (June and July), hereinafter referred to as the "Program".

2. TARGET POPULATION:

    a. This Program shall serve currently enrolled public and charter school students of Manatee County, ages fifteen (15) to eighteen (18) years old with a Manatee County Student ID number, and who are residents of Manatee County. Each student as defined in this paragraph is referred to as "Client" throughout this Agreement and its attachments.

3. LOCATION/HOURS OF PROGRAM:

    a. The Program will be provided at the following location(s):

        i. Saturdays – Southeast High School, 1200 37th Ave E, Bradenton, FL 34208
        ii. Summers – Manatee High School, 902 33rd St Ct W, Bradenton, FL 34205

    b. The Program will be provided at the following time(s):

        i. During the School Year on Saturdays beginning in October 2023 through May 2024, and from August 2024 through September 2024, except for state-recognized holidays.
        ii. During the Summer, specifically all weekdays during June 2024 and July 2024, except for state recognized holidays.

    c. Other locations and times may be requested by the School Board in writing. Changes are not approved until the County Representative has approved them in writing.

4. UNIT OF SERVICE: A unit of service shall be defined throughout this Agreement and its attachments as one calendar day of Program operation attended by at least one eligible Client.

5. AUTHORIZED PROGRAM PURCHASES: The School Board is authorized only to make the following purchases for the Program, so long as such purchases are used for direct educational purposes: Two (2) Driver Education Dual Assist Vehicles.

6. RESULTS:

   a. Program results, approved by the County, shall be tracked and verified by the School Board and submitted quarterly in accordance with Attachment C.

      i. Result/Target Statement: Of the five hundred (500) eligible Clients participating in the Program, the County anticipates serving four hundred (400) Clients who, by participating in the Program, will know Florida driving laws, operate a vehicle safely and without distraction, and be eligible to obtain their Florida Driver License.

      ii. Milestones and Verifications: The following Milestones/Verifications are used to track the progress of Clients working through the Program with the intention of achieving the stated Result.

         1. Milestone/Verification:
            a. Client fully engaged in program and determined readiness to proceed to practice behind the wheel training.
            b. Client has completed a mock test to determine readiness based on a pass/fail, as noted by instructor on the Client's individual record.
         2. Milestone/Verification:
            a. Client continued to improve and gain knowledge in Florida driving laws.
            b. Client demonstrated understanding of Florida driving laws, noted by instructor on the Client's individual record.
         3. Milestone/Verification:
            a. Client learned how to safely operate a motor vehicle.
            b. Completion of at least ninety (90) minutes of behind-the-wheel training tracked in Client's individual record.
         4. Milestone/Verification:
            a. Client is eligible to become a licensed Florida driver.
            b. Client successfully passed Florida driver test, received waiver to obtain license, and staff recorded results on Client's individual record.

   b. Modification to results, targets, verification, and milestones may be requested by School Board in writing and shall include a logical analysis of the reason for modification. Changes are not considered approved until the County Representative approves them in writing.

ATTACHMENT B
PROGRAM PAYMENTS

The School Board shall be paid by the County a total amount not to exceed $201,532.00 for the Program provided during the time period of this Agreement, as specified below:

1. Units of Service:

    a. The School Board shall provide forty-seven (47) units of service, during the term of the Agreement.

2. Unit Rate:

    a. The School Board shall be paid by the County in the amount not to exceed $141,532.00 for all units of service provided in accordance with Article 2 of the Agreement and Attachment A.

        i. $3,011.32 for each unit of service.

    b. The School Board shall be paid by the County in an amount not to exceed $60,000.00 for the following:

        i. $30,000 for each individual driver education dual-assist vehicles, up to two (2).

3. Supporting Documentation:

    a. Payment Request Form:

        i. The School Board shall complete and submit a Payment Request Form (provided below) and the County approved monthly unit tracking form as instructed by the County representative and retain verification on-site for review upon request by the County.
        ii. In submitting its monthly Payment Request Form, the School Board shall provide purchase order documentation for authorized Program purchases and receipt for full payment and confirmation of receipt of equipment, if any.

    b. Monthly Unit Tracking Form:

        i. The School Board shall create and provide each month, along with its Payment Request Form, a Monthly Unit Tracking Form. The format of the Monthly Unit Tracking Form must be approved by the County's representative prior to use and contain the following information:
            1. Name of Agency and Program;
            2. Month and year service was rendered;
            3. Dates of each unit of service provided;
            4. Number of clients served per unit of service; and
            5. Total number of units of service performed during the monthly reporting period.

ii. Once the proposed Monthly Unit Tracking Form prepared by the School Board has been approved by the County's representative, the School Board shall complete same and submit to the County on a monthly basis, in conjunction with its monthly Payment Request Form.

iii. Documents, forms, and information referenced in this Attachment B shall be submitted to the County monthly as instructed by the County representative by electronic means, including, without limitation, by way of posting to a secure website or by electronic email.

The processing of payments may be delayed due to submittal of inaccurate or incomplete Monthly Unit Tracking Forms or supplemental documentation.

4. Cumulative Payment Cap:

   a. The School Board shall be paid monthly for the actual number of units of service it has provided and documented.

   b. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

Oct 31, 2023	$ 11,794	Apr 30, 2024	$ 82,558
Nov 30, 2023	$ 23,588	May 31, 2024	$ 94,352
Dec 31, 2023	$ 35,382	Jun 30, 2024	$106,146
Jan 31, 2024	$ 47,176	Jul 31, 2024	$117,940
Feb 28, 2024	$ 58,970	Aug 31, 2024	$129,734
Mar 31, 2024	$ 70,764	Sep 30, 2024	$141,532

5. Submission Date: The School Board's monthly Payment Request Forms and Monthly Unit Tracking forms, as described herein, should be submitted to the County by the fifteenth (15th) of each month. The School Board's payment requests are processed in the order they are received by the County. Once processed by the Manatee County Neighborhood Services Department, the Clerk of the Court has forty-five (45) days to process the payment.

6. Final Payment Request: The School Board shall have until thirty (30) days after the Agreement's expiration or termination to submit to the County a final and complete Payment Request Form unless extended by the County's Representative for good cause. The County shall not be responsible for the payment of any charges, claims, or demands the School Board fails to submit to the County through a Payment Request Form by the thirtieth (30th) day after the Agreement's expiration or termination.

Correction of Errors in Payment Requests: The School Board hereby authorizes County through County's Representative to correct any errors identified by County's Representative in Payment Requests submitted by School Board with written notice of same by County's Representative for the sole purposes of preventing delay in payment processing.

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
PAYMENT REQUEST FORM
October 1, 2023 – September 30, 2024 ("Term")

AGENCY: MANATEE COUNTY SCHOOL BOARD

AGENCY REMITTANCE ADDRESS **(**Enter address for sending payments)

PO BOX 9069, Bradenton, FL, 34206

PROJECT NUMBER: _____

PROGRAM: Driver Education Program

PAYMENT REQUEST FOR MONTH OF: _____

SECTION 1: AGENCY PAYMENT REQUEST

(1) Program Component	(2) Request this Period	(3) Total Funding	(4) Requested Year-To-Date	(5) Balance of Funds
Education Services	$	$141,532	$	$
Equipment Purchases	$	$ 60,000	$	$
TOTAL	$	$201,532	$	$

SECTION 2: CLIENT SERVICES

(6) Unit Cost	(7) Unit Contract Total	(8) Y-T-D Total Prior	(9) Total This Period	(10) Total Y-T-D	(11) % of Plan Achieved	(12) % of Time Elapsed
$3,011.32	47				%	%

SECTION 3: SUPPORTING DOCUMENTATION

Attach: Documentation as required in Attachment B, Payments.

Prepared By: _____ Date: _____

I attest that the information presented in this Payment Request is true and accurate to the best of my knowledge. The School Board recognizes that the County has relied upon or will rely upon, the information provided herein by the School Board in making its determination to provide funds to the School Board, and if at any time, the County determines that the information submitted is not true and correct, the County may immediately terminate the Agreement and seek to recover any funds paid to the School Board.

Authorized Signature: _____ Date: _____

Submit with unit tracking report and supporting documentation.

DO NOT WRITE BELOW THIS LINE

Community & Veterans
Services Contract Manager: _____ Date: _____

ATTACHMENT C
SPECIAL CONDITIONS

1. Reporting Deliverables: The School Board shall submit the following reports:

   a. The School Board shall submit the following reports quarterly as instructed by the County Representative through electronic mail or other electronic means, including, without limitation, by way of posting to a secure website, and retain verification on site for review upon request by the County:

Quarterly Report Due Dates				
Quarter 1 (Oct-Dec)		**Quarter 2 (Jan-Mar)**	**Quarter 3 (Apr-Jun)**	**Quarter 4 (Jul-Sep)**
Due: Jan 30, 2024		**Due: Apr 30, 2024**	**Due: Jul 30, 2024**	**Due: Oct 30, 2024**
Title		**Requirement/Description**		
i.	Program Revenue & Expenditure Report	The School Board shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).		
ii.	Program Results Report	The School Board shall track and report Program result(s) and target(s) for the Clients served during the term of this Agreement (updated each quarter).		
iii.	Children's Services Demographics Report	The School Board shall provide a report on unduplicated Clients receiving services during the term of this Agreement (updated each quarter reporting new clients only) to include the following demographics: Gender, race, age, and zip code.		
iv.	Additional Information Report	Any anticipated difficulties meeting contractual requirements pursuant to the Agreement by the end of the contract year, all names and positions/titles of direct staff for the Program and changes in staffing during the quarter (including vacancies or changes which affect the Program), anticipated program schedule for the next quarter, total number of unduplicated Clients served for the quarter, total number of unduplicated Clients served to date for the Term of the Agreement, Client ID with attendance and total behind-the-wheel hours completed to date.		

2. Documentation: The School Board shall submit the following documentation as indicated:

Other Documents Required		
Title		**Requirement/Description**
a.	Insurance	The School Board shall submit the following, in accordance with Section 2.5 of this Agreement: 1. Certificate of Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance and Employers' Liability Insurance. 2. The School Board shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate of insurance as reasonably soon as possible.
b.	Financial Audit	Financial audit or compilation shall be submitted in accordance with Section 2.1(h) of this Agreement.
c.	Consent Form	In accordance with Section 2.1(g) of this Agreement, the School Board shall submit an example of the Consent Form to the County representative to be used for the Program. The sample must be submitted within 30 days of this Agreement's execution and approved by the County representative prior to start of the Program.
d.	Licenses required for the **program** to legally operate	Copies of licenses necessary to operate the Program are due to the County's Representative before any payments by the County to the School Board shall be made. Copies of license renewals are due upon receipt from the licensing entity. Other documents requested by the County's Representative. (See Section 2.1(d))

3. Site Inspections: The School Board shall permit the County, its officers, agents and employees to conduct periodic site inspections, scheduled or unscheduled, of all locations utilized to provide Program services to verify compliance with this Agreement. The School Board's officers, employees and volunteers shall cooperate with County representatives to assure such site inspections provide the County with the access and information needed to verify the School Board's compliance.

4. Remedies: If the School Board fails to comply with the terms of this Agreement, including, but not limited to, timely submission of required documentation, the processing of payments may be delayed or this Agreement may be terminated. Required documentation includes, but is not limited to: financial audit, compilation and/or review; licenses; tax-exempt status; bylaws; Consent Form; Certificate(s) of Insurance; Payment Request Form, Monthly Unit Tracking Form, Additional Information Form; and Quarterly Reports.

5. School Board's Representative: The person listed here is the School Board's Representative:

Mailing Address: Dr. Jason Wysong, Superintendent of Schools
215 Manatee Ave West
Physical Address: Bradenton, FL 34205
: 215 Manatee Ave West
Bradenton, FL 34205
Phone Number: (941) 708-8770
Email Address: jwysong@manateeschools.net

ATTACHMENT D
INSURANCE CERTIFICATE

SCHODIS-04 KCHAMBERS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2023

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

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

PRODUCER	CONTACT NAME: Kristin Chambers or Maggie Boykin
First Florida Insurance Brokers 100 South Ashley Drive, Suite 250 Tampa, FL 33602	PHONE (A/C, No, Ext): (813) 902-3502 FAX (A/C, No): (813) 223-3932 E-MAIL ADDRESS: kristin.chambers@ffinsbr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Genesis Insurance Company	38962
INSURER B : Star Insurance Company	18023
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		YXB301101P	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ $ $ $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		YXB301101P	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) SIR	$ 5,000,000 $ $ $ $ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCE-0953635-23	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

General & Auto Liability Policy #YXB301101P is Excess over Self-Insured Retention of $1,000,000

Workers' Compensation Policy #WCE-0953635-23 is Excess over Self-Insured Retention of $750,000

Certificate Holder is Additional Insured.
Personal Injury Protection (PIP) for buses is exempt under Florida Statute 627.733(1)(a). PIP for others is covered by the District's Self-Insurance Program.

CERTIFICATE HOLDER

Manatee County Government
1112 Manatee Avenue W., Ste 969
Bradenton, FL 34205

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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AGENDA ITEM NO. 11.8

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Manatee Technical College has received a generous donation of a 2023 Lincoln Aviator from Sarasota Ford for use in the Automotive Service Technology program.

2023 Lincoln Aviator
S/N# 5LM5J7XC9PGL22819
Estimated value $78,000

A copy of the donation form is attached for review.

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

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

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

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

Recommendation
The Superintendent recommends approval to accept donation of 2023 Lincoln Aviator for Manatee Technical College. (Incoming Donation)

Financial Impact
There is no cost to the General Fund. The amount of $78,000 will be added to the District's property records.

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

Attachments:
Sarasota Ford-Aviator for MTC

THE SCHOOL DISTRICT OF MANATEE COUNTY, FL
DONATION FORM

SCHOOL/DEPT Manatee Technical College COST CENTER_____

Type of Donation: ☐ Cash $_____ ☑ Property

DESCRIPTION OF DONATION (Make, Model, Year/Age, Color)	Serial No.	Donation Fair Market Value	New or Used (N/U)
2023 LINCOLN AVIATOR	5LM5J7XC9PGL22819	$78000	n
		$	
		$	
		$	
		$	

Contributions made to the School District of Manatee County are deductible under section 170 of the Internal Revenue Service Code if exclusively for public purpose.

I affirm that this property is being legally donated without any liens, debts or riders.

Donor's Signature: _____ Date: 11/3/2023

Donor's Name: Sarasota Ford

Address: 707 S Washington Blvd

City, State, Zip: Sarasota, FL, 34236

Signature of person receiving goods: _____ Date: _____

Administrator Approval Signature: Justin Erickson Digitally signed by Justin Erickson Date: 2023.11.03 11:41:34 -04'00' Date: _____

If a value is established at the current fixed asset threshold of $5,000 or more, email completed form to Property Records Supervisor. These items require Board acceptance. If value is below the fixed threshold, keep on file at your site.

FOR PROPERTY RECORDS USE ONLY

Board Approval Yes ☐ Date _____ No ☐ N/A ☐

Property Record Number: _____

CHI-000046 MI 9-NORMAL,ND,100046,PG101 2564 120230728 BLEND 3816 UTC CERT CERT CERT U TRD W RAMP MI BUMP CAMP BOOK EXFL ROTA 014854 642/1271 5LM5J7XC9 PGL22819 ND GU13

VEHICLE DESCRIPTION

LINCOLN AVIATOR

PG L22819

2023 AWD RESERVE I
119" WHEELBASE
TWIN-TURBOCHARGED 3.0L V6
10-SPEED AUTO TRANSMISSION

EXTERIOR
PRISTINE WHITE MET 3C
INTERIOR
SANDSTONE LTH SEAT SURFACES

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- CONFIGURABLE DAYTIME RUNNING LAMPS
- DUAL EXHAUST SYSTEM W/BRIGHT QUAD TIPS
- EASY FUEL CAPLESS FILLER
- LIGHT TOUCH HANDLE
- MIRRORS-HEATED/AUTOFOLD/ SIGNAL/MEMORY/DRV AUTODIM/ SECURITY APPROACH LAMPS
- PANORAMIC VISTA ROOF® W/ POWER SHADE
- PRIVACY GLASS
- REAR WIPER/WASHER/DEFROST
- ROOF RACK SIDE RAILS

INTERIOR
- 10.1" LCD CENTERSTACK SCREEN
- 12.3" LCD DIG INSTR CLUSTER
- AMBIENT LIGHTING
- DUAL ILLUM VANITY MIRRORS
- LEATHER WRAPPED STR WHEEL W/CRUISE AND AUDIO CONTROL
- POWER TILT/TELESCOPING STEERING COLUMN W/MEMORY
- POWERFOLD® 3RD ROW SEATS - ONE TOUCH FOLD-FLAT
- QUAD-ZONE CLIMATE CONTROL
- SYMPHONIC CHIMES

FUNCTIONAL
- 360 DEGREE CAMERA
- CABIN PARTICULATE AND ODOR FILTER
- INTELL ACCESS W/PUSH START
- LANE-KEEPING SYSTEM
- LINCOLN CONNECT™- 4G MODEM WITH WIFI CAPABILITY
- LINCOLN DRIVE MODES
- PIANO KEY SHIFTER
- RAIN-SENSING WIPERS
- REMOTE START
- SECURICODE™ KEYLESS KEYPAD
- SYNC3® W/ VOICE ACT NAV
- WIRELESS CHARGING PAD

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- AIRBAGS-DRVR&PASS KNEE
- AIRBAGS-DUAL-STAGE FRONT
- AUTO HIGH BEAMS
- PERIMETER ALARM
- PERSONAL SAFETY SYSTEM™
- PRE-COLLISION ASSIST W/AEB
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 4YR/50K MILE WARRANTY
- 4YR/50K PICKUPDELIVERY SVC
- 6YR/70K MI POWERTRAIN WARR

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 201A	6,950.00
•ELEMENTS PACKAGE PLUS	
•HEATED STEERING WHEEL	
•AUTO AIR REFRESH	
•HTD/VNT DRV/PASS/2R O/B STS	
•HEATED VISIOBLADE WIPERS	
•LINCOLN CO-PILOT360 1.5 PLUS	
•ACTIVE PARK ASSIST 2.0	
•REVERSE BRAKE ASSIST	
•INTEL ADAPT CRUISE CONTROL	
•PHONE AS A KEY	
OPTIONAL EQUIPMENT/OTHER	
2023 MODEL YEAR	
PRISTINE WHITE MET 3C	750.00
P275/40R22 107 W-RATED TIRES	
FLOOR LINERS,FRONT & 2ND ROW	200.00
50 STATE EMISSIONS	NO CHARGE
HEAD-UP DISPLAY	
CLASS IV TRAILER TOW PACKAGE	500.00
.BLIND SPOT W/ TRLR CVR	
22" BMA W/MAGNETIC PNTD PKTS	1,295.00
LUXURY PACKAGE	3,300.00
.REAR DOOR SUNSHADES	
.PERF POS 30-WAY ACT MOT SEATS	
.REVEL ULTIMA 3D AUDIO-28SPK	
ILLUMINATION PACKAGE	2,100.00
.ILLUMINATED LINCOLN STAR	
.ADAPTIVE PIXEL LED HDLMPS	
FULL REAR CONSOLE	NO CHARGE
HANDS-FREE LIFTGATE DELETE	- 55.00

PRICE INFORMATION	(MSRP)
BASE PRICE	$61,535.00
TOTAL OPTIONS/OTHER	15,040.00
TOTAL VEHICLE & OPTIONS/OTHER	76,575.00
DESTINATION & DELIVERY	1,395.00

RAMP ONE CY06
RAMP TWO
CONVOY
ITEM #: 45-4217 O/T 2

TOTAL MSRP $77,970.00

LINCOLN AUTOMOTIVE FINANCIAL SERVICES

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your Lincoln Dealer for details or visit www.lincolnafs.com.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

PG101 N RD 2X 340 000046 07 10 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

20 MPG combined city/hwy — 17 city — 24 highway

Standard SUVs range from 14 to 102 MPG. The best vehicle rates 132 MPGe.

5.0 gallons per 100 miles

You spend **$3,000** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $2,200

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 4 (1 Best – 10)

Smog Rating (tailpipe only): 5 (1 Best – 10)

This vehicle emits 451 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code-

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

5LM5J7XC9PGL22819

THE LINCOLN WAY™ APP

Your Dashboard of Services & Features

Download the Lincoln Way app* and you can:
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

The Lincoln Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Lincoln. See in-vehicle Settings for connectivity options.

*Compatible with select smartphone platforms. Lincoln Connect service required (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T network availability. Evolving technology/ cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply.
See your local Lincoln website for our privacy policy.

Lincoln Protect®

Insist on Lincoln Protect! The only extended service plan fully backed by Lincoln and honored at every Lincoln dealership in the U.S., Canada and Mexico. See your Lincoln dealer or visit www.LincolnOwner.com

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 5LPGL22819 TO 59173

Msg & Data rates may apply. Text HELP for help

www.lincoln.com/help/privacy-terms/

10/23/2023

1202307283816

187

AGENDA ITEM NO. 11.9

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Accept Donation of Two Northern Light Generators for Manatee Technical College (Incoming Donation and MTC Marine Technology Budget)

Executive Summary
Manatee Technical College has received a generous donation of two Northern Light generators from Leathem Stearn for use in the Marine Service Technology program.

Northern Light 65kW M1064T2 Generator
S/N# 0642-50000
Estimated value $40,000

Northern Light 65kW M1064T2 Generator
S/N# 0642-50001
Estimated value $40,000

Donation of these generators will be a great benefit to the Marine Service Technology program. Currently, MTC does not have marine diesel engines for use in labs for diesel training. This donation will provide the students with hands-on experience with 28 framework standards that were previously completed on non-marine equipment or classroom-only activities. Having the actual product, students will greatly expand their industry knowledge.

Freight cost to transport the donated generators will be $2,069.94 to be paid from MTC's Marine Technology budget.

A copy of the donation form is attached for review.

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

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

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

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

Recommendation
The Superintendent recommends approval to accept donation of two Northern Light generators for Manatee Technical College. (Incoming Donation and MTC Marine Technology Budget)

Financial Impact
Transportation costs of $2,069.94 will be taken from Marine Technology. The amount of $80,000 will be

added to the District's property records.

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

Attachments:
Marine Generators for MTC

THE SCHOOL DISTRICT OF MANATEE COUNTY, FL
DONATION FORM

SCHOOL/DEPT Manatee Technical College COST CENTER_____

Type of Donation: ☐ Cash $_____ ☑ Property

DESCRIPTION OF DONATION (Make, Model, Year/Age, Color)	Serial No.	Donation Fair Market Value	New or Used (N/U)
Northern Light Generator Hours of Operation: 11,500	0642-50000	$40,000	U
Northern Light Generator Hours of Operation: 11,000	0642-50001	$40,000	U
		$	
		$	
		$	

Contributions made to the School District of Manatee County are deductible under section 170 of the Internal Revenue Service Code if exclusively for public purpose.

I affirm that this property is being legally donated without any liens, debts or riders.

Donor's Signature: _____ Date: 11/13/2023

Donor's Name: Leathem S. Stearn

Address: 2306 Bay Drive

City, State, Zip: Pompano Beach, Fla. 33062

Signature of person receiving goods: _____ Date: _____

Administrator Approval Signature: Justin Erickson Digitally signed by Justin Erickson Date: 2023.11.15 08:08:43 -05'00' Date: _____

If a value is established at the current fixed asset threshold of $5,000 or more, email completed form to Property Records Supervisor. These items require Board acceptance. If value is below the fixed threshold, keep on file at your site.

FOR PROPERTY RECORDS USE ONLY

Board Approval Yes ☐ Date _____ No ☐ N/A ☐

Property Record Number: _____

AGENDA ITEM NO. 11.10

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The School District agriculture teachers train students to raise, care for, and groom steer, swine and poultry at the schools, leading to them being sold at the Manatee County Fair. For agriculture students to participate in this type of learning experience at our middle and high schools where Agriscience is taught, our National FFA Chapters sell one steer and one swine at the Fair each year, with the purchase price, following the processing costs, being returned to the schools to subsidize the programs. “Buyer” is the person or entity which was the successful bidder for steer or swine at the Fair from the Exhibitor by way of the Exhibitor’s Agent. The following schools currently have an Agriscience program: Braden River, Buffalo Creek, Haile, Lincoln, Nolan, and Sugg middle schools; Braden River, Lakewood Ranch, Palmetto, Parrish Community and Southeast high schools.

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

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

Recommendation
The Superintendent recommends approval of purchase and sale of new steer agreements, purchase and sale of new swine agreements, and purchase and sale of new poultry agreements between the School District of Manatee County and various buyers of the National FFA chapter animals to be sold at the 2024 Manatee County Fair. (No Financial Impact)

Financial Impact
There will be no cost to the General Fund over and above those already in place . Proceeds from the sale are returned to the respective Agriscience program to be used to support that program.

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

Attachments:
FFA program market entries 2024
Steer Tag 01 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag 06 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag 09 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag 12 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag 26 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag42 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag 54 - Manatee County School Board-Purchase and Sale of Steer Agreement

Steer Tag 70 - Manatee County School Board-Purchase and Sale of Steer Agreement
Steer Tag 72 - Manatee County School Board-Purchase and Sale of Steer Agreement
Swine Tag 538 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 545 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 553 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 579 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 596 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 609 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 643 - Manatee County School Board-Purchase and Sale of Swine Agreement
Swine Tag 708 - Manatee County School Board-Purchase and Sale of Swine Agreement
Manatee County School Board Purchase and Sale of Poultry Agreement Pen A
Manatee County School Board Purchase and Sale of Poultry Agreement Pen B

Entry Number	Last Name	First Name	Club	Department and Division	Class Description	Tag ID
20	FFA Chapter	Braden River	Braden River FFA	Beef - Market Steer	Market Steer	09
294	FFA Chapter	Braden River	Braden River FFA	Swine - Swine	Class 1 Division 1	579
295	FFA Chapter	Braden River	Braden River FFA	Plants (FNGLA) - Plants (FNGLA)	Miscellaneous	
25	FFA Chapter	Buffalo Creek Middle School	Buffalo Creek FFA	Beef - Market Steer	Market Steer	72
168	FFA Chapter	Buffalo Creek Middle School	Buffalo Creek FFA	Swine - Swine	Class 1 Division 1	643
10	FFA Chapter	Haile	Haile FFA	Beef - Market Steer	Market Steer	06
139	FFA Chapter	Haile	Haile FFA	Swine - Swine	Class 1 Division 1	538
22	FFA Chapter	Lakewood Ranch High School	Lakewood Ranch FFA	Beef - Market Steer	Market Steer	54
171	FFA Chapter	Lakewood Ranch High School	Lakewood Ranch FFA	Swine - Swine	Class 1 Division 1	609
73	FFA Chapter	Lincoln	Lincoln FFA	Beef - Market Steer	Market Steer	26
330	FFA Chaper	Lincoln	Lincoln FFA	Swine - Swine	Class 1 Division 1	545
51	FFA Chapter	Nolan	Nolan FFA	Beef - Market Steer	Market Steer	70
341	FFA Chapter	Nolan	Nolan FFA	Swine - Swine	Class 1 Division 1	708
37	FFA Chapter	Palmetto	Palmetto FFA	Beef - Market Steer	Market Steer	01
210	FFA Chapter	Palmetto	Palmetto FFA	Swine - Swine	Class 1 Division 1	553
520	FFA Chapter	Palmetto	Palmetto FFA	Plants (FNGLA) - Plants (FNGLA)	Foliage Plants	
521	FFA Chapter	Palmetto	Palmetto FFA	Plants (FNGLA) - Plants (FNGLA)	Foliage Plants	
648	FFA Chapter	Palmetto	Palmetto FFA	Poultry - Poultry Layer Pen	Layer Pen	
649	FFA Chapter	Palmetto	Palmetto FFA	Poultry - Poultry Layer Pen	Layer Pen	
48	FFA Chapter	Parrish Community	Parrish Community FFA	Beef - Market Steer	Market Steer	12

238	FFA Chapter	Parrish Community	Parrish Community FFA	Swine - Swine	Class 1 Division 1	596
402	FFA Chapter	Parrish Community	Parrish Community FFA	Plants (FNGLA) - Plants (FNGLA)	Foliage Plants	
403	FFA Chapter	Parrish Community	Parrish Community FFA	Plants (FNGLA) - Plants (FNGLA)	Miscellaneous	
4	High FFA	Southeast	Southeast FFA	Beef - Market Steer	Market Steer	42
502	FFA	Sugg Middle	Sugg Middle FFA	Plants (FNGLA) - Plants (FNGLA)	Woody Ornamentals	
503	FFA	Sugg Middle	Sugg Middle FFA	Plants (FNGLA) - Plants (FNGLA)	Woody Ornamentals	

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF STEER**.

2.1 Description of Steer. Tag # 01 ; Sale # ; Weight _____pounds.

2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 01

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF STEER**.

2.1 Description of Steer. Tag # 06 ; Sale # ; Weight _____pounds.

2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 06

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF STEER**.

2.1 Description of Steer. Tag # 09 ; Sale # ; Weight _____pounds.

2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 09

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton _____, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770 .

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.
2. **PURCHASE AND SALE OF STEER**.
   - 2.1 Description of Steer. Tag # 12 ; Sale # ; Weight _____pounds.
   - 2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.
   - 2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.
   - 2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.
   - 2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.
3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.
4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.
5. **INDEMNIFICATION.**
   - **a.** Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.
   - **b.** Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.
6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.
7. **MISCELLANEOUS**.
   - 7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.
   - 7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.
   - 7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
   - 7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 12

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF STEER**.

2.1 Description of Steer. Tag # 26 ; Sale # ; Weight _____pounds.

2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 26

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF STEER**.

2.1 Description of Steer. Tag # 42 ; Sale # ; Weight _____pounds.

2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 42

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF STEER**.

2.1 Description of Steer. Tag # 54 ; Sale # ; Weight _____pounds.

2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 54

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton _____, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770 .

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.
2. **PURCHASE AND SALE OF STEER**.
   - 2.1 Description of Steer. Tag # 70 ; Sale # ; Weight _____pounds.
   - 2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the steer multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.
   - 2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.
   - 2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.
   - 2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.
3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.
4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.
5. **INDEMNIFICATION.**
   - **a.** Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.
   - **b.** Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.
6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.
7. **MISCELLANEOUS**.
   - 7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.
   - 7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.
   - 7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
   - 7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 70

PURCHASE AND SALE OF STEER AGREEMENT
(SCHOOL BOARD VERSION)

( ) process; or ( ) resale

This **AGREEMENT** is made on the 13th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W _____, [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of steer for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing steer at the Fair, and in connection therewith, housing, storing, showing, exhibiting and selling said steer on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's steer at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for steer, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell and the Buyer can purchase the steer hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.
2. **PURCHASE AND SALE OF STEER**.
   - 2.1 Description of Steer. Tag # 72 ; Sale #_____; Weight _____pounds.
   - 2.2 Sale of Steer. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain steer as described in Section 2.1 for $_____ per pound. The total amount due to Exhibitor from Buyer is $_____, which reflects the total weight of the steer multiplied by $_____(the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.
   - 2.3 Resale. The Buyer may elect not to receive the above-described steer, but instead pay the full Purchase Price and then allow the Fair Association to resell said steer to a third party. There will be no additional Administrative Expenses related to resale to a third party.
   - 2.4 Delivery of Steer. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased steer to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the steer shall be the sole responsibility of the Buyer. After the purchased steer has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased steer at Buyer's own expense. In the case of a resale of a steer prior to the Buyer obtaining the steer, all expenses referenced in this Section 2.4 shall be the responsibility of the third party resale purchaser.
   - 2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.
3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.
4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the steer and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying steer on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the steer.
5. **INDEMNIFICATION.**
   - **a.** Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.
   - **b.** Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.
6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.
7. **MISCELLANEOUS**.
   - 7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.
   - 7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.
   - 7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 72

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 538 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 538

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 545 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

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7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 545

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 553 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

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7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 553

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.
2. **PURCHASE AND SALE OF SWINE**.
   - 2.1 Description of Swine. Tag # 579; Sale #_____; Weight _____pounds.
   - 2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $_____, which reflects the total weight of the swine multiplied by $_____(the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.
   - 2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.
   - 2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.
   - 2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.
3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.
4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.
5. **INDEMNIFICATION.**
   - a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.
   - b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.
6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.
7. **MISCELLANEOUS**.
   - 7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.
   - 7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.
   - 7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
   - 7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 579

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 596 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 596

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 609 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 609

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 643 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 643

PURCHASE AND SALE OF SWINE AGREEMENT
School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of swine for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing swine at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said swine on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's swine at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for swine, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the swine hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor, where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF SWINE**.

2.1 Description of Swine. Tag # 708 ; Sale # ; Weight _____pounds.

2.2 Sale of Swine. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain swine as described in Section 2.1 for $_____ _____per pound. The total amount due to Exhibitor from Buyer is $, which reflects the total weight of the swine multiplied by $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Resale. The Buyer may elect not to receive the above-described swine, but instead pay the full Purchase Price and then allow the Fair Association to resell said swine to a third party. There will be no additional Administrative Expenses related to resale to a third party.

2.4 Delivery of Swine. Upon the execution of this Agreement, the Fair Association shall organize the shipping of the purchased swine to a slaughterhouse to be determined by the Buyer, to be slaughtered or butchered. All of the expenses related to shipping, cutting, wrapping and any other expense related to the slaughtering of the swine shall be the sole responsibility of the Buyer. After the purchased swine has been slaughtered or butchered, the Buyer must be ready, willing, and able to pick up and remove the purchased swine at Buyer's own expense. In the case of a resale of a swine prior to the Buyer obtaining the swine, all expenses referenced in this Section 2.4 shall be the responsibility of the third-party resale purchaser.

2.5 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1402 14th Avenue West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Fair Association does not make representations or warrant the quality of the livestock or products derived therefrom. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the swine and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying swine on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in the swine.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parties.

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag# 708

PURCHASE AND SALE OF POULTRY AGREEMENT

Manatee County School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____(hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of poultry for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing poultry at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said poultry on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's poultry at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for poultry, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the poultry hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor or Exhibitor's parent or legal guardian agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF POULTRY**.

   2.1 Description of Poultry. Tag # Poultry Layer Pen A ; Sale # ;

   2.2 Sale of Poultry. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain poultry as described in Section 2.1 for $_____ _____. The total amount due to Exhibitor from Buyer is $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

   2.3 Delivery of Poultry. Upon the execution of this Agreement, the Fair Association shall organize the delivery of the purchased poultry to the Buyer. The Fair Association shall not be responsible for the delivery or processing of the purchased poultry after delivery.

   2.4 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1303 13th Street West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the poultry and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying poultry on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in thepoultry.

5. **INDEMNIFICATION.**

   a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

   b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parti

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

   7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

   7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

   7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

   7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

Business Phone: _____

Cell Phone: _____

By:_____
Signature of Superintendent

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag#_Poultry Layer Pen A

PURCHASE AND SALE OF POULTRY AGREEMENT

Manatee County School Board Version

( ) process; or ( ) resale

This **AGREEMENT** is made on the 20th day of January, 20 24, between _____ (hereinafter referred to as the "Buyer"), located at [ADDRESS]_____, [CITY]_____, [STATE]_____[ZIP CODE]_____[PHONE NUMBER](_____)_____and the SCHOOL BOARD OF MANATEE COUNTY , FLORIDA, (hereinafter referred to as "Exhibitor"), located at [ADDRESS] 215 Manatee Ave. W., [CITY] Bradenton, [STATE] FL [ZIP CODE] 34205 [PHONE NUMBER] (941) 708-8770.

WHEREAS, the Manatee River Fair Association, Inc. (the "Fair Association" or "Agent") is a not-for-profit corporation established under the laws of Florida generally to hold, provide, cause to be conducted, operated and carry on County Fairs. As part of its services, the Fair Association conducts auctions of poultry for interested exhibitors at the Manatee County Fair (the "Fair"). The Exhibitor is exhibiting and showing poultry at the Fair, and in connection therewith, housing, storing, showing, exhibiting, and selling said poultry on Fair property during the Fair. The Exhibitor has agreed to allow the Fair Association to act as the Exhibitor's "Agent" in exhibiting, showing, housing, storing, locating, auctioning, and selling Exhibitor's poultry at the Fair and, if necessary in collecting the purchase price from a Buyer. The Buyer is a person or entity which was the successful bidder for poultry, by way of bid during public auction, at the Fair from the Exhibitor by way of the Fair Association. At this time, the Buyer and Exhibitor desire to enter into this Agreement so that the Exhibitor can sell, and the Buyer can purchase the poultry hereunder described.

NOW, THEREFORE, in consideration of the recitals hereinabove and other relevant facts and circumstances taken into account, the receipt and adequacy of which is hereby acknowledged, and for mutual covenants set forth herein, the Buyer and Exhibitor or Exhibitor's parent or legal guardian agree as follows:

1. **INTERPRETATIONS AND INCLUSION OF RECITALS**. The Buyer and Exhibitor where the context of the text in this Agreement requires, are collectively referred to as the "Parties." The recitals above are hereby included and form part of this Agreement.

2. **PURCHASE AND SALE OF POULTRY**.

2.1 Description of Poultry. Tag # Poultry Layer Pen B ; Sale # ;

2.2 Sale of Poultry. The Buyer agrees to buy **as is**, and the Exhibitor agrees to sell, certain poultry as described in Section 2.1 for $_____ _____. The total amount due to Exhibitor from Buyer is $ (the "Purchase "Price"), less the Administrative Expenses referenced below. The Fair Association shall deduct six (6%) percent of Purchase Price to assist in covering administrative and other expenses related to the activities considered pursuant to the Agreement ("Administrative Expenses"). The Administrative Expenses are to be deducted from the full Purchase Price once the Fair Association is in receipt of full Purchase Price from Buyer.

2.3 Delivery of Poultry. Upon the execution of this Agreement, the Fair Association shall organize the delivery of the purchased poultry to the Buyer. The Fair Association shall not be responsible for the delivery or processing of the purchased poultry after delivery.

2.4 Delivery of Purchase Price. Buyer hereby agrees to pay the full Purchase Price as prescribed above, within fifteen (15) days of the execution of this Agreement to the Fair Association. Buyer's method of paying the Purchase Price shall be by cashier's check or money order. The cashier's check or money order shall be made out to and delivered, either by hand or certified mail, to the Manatee River Fair Association, located at 1303 13th Street West, Palmetto, Florida 34221, within fifteen (15) days of the execution of this Agreement. The cashier's check or money order shall be deemed delivered on the date of actual receipt by the Fair Association. In the event that the full Purchase Price is not paid or received by Fair Association within fifteen (15) days of the execution of this Agreement, the Buyer shall be in default hereunder this Agreement.

3. **FAIR ASSOCIATION**. Buyer and Exhibitor acknowledge and accept that the Fair Association is merely acting as an Agent of the Exhibitor and is not part of this Agreement. Likewise, Buyer and Exhibitor acknowledge that this Agreement imposes no contractual or other obligations upon the Fair Association and that both Buyer and Exhibitor shall look solely to each other for remedy or relief with regard to any default hereunder. Both Buyer and Exhibitor further agree that no officer, director, employee, agent, independent contractor or consultant of the Fair Association shall be liable to either Buyer or Exhibitor in the event of any default or breach hereunder by either Party.

4. **REPRESENTATIONS AND WARRANTIES**. The Buyer covenants, represents and warrants unto Exhibitor as follows: Buyer has the full right, power and authority to acquire the poultry and does not need any further consents, joinders or authorizations from any governmental or private entity, corporation, partnership, firm, individual or other entity to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby; and even though Buyer may be buying poultry on behalf of or for someone other than the above-named Buyer, Buyer shall remain responsible to Exhibitor for the full Purchase Price. The Exhibitor covenants, represents and warrants to Buyer as follows: Exhibitor has all necessary power and authority to enter into this Agreement and to perform all of the obligations to be performed by Exhibitor hereunder; and Exhibitor has no knowledge of the existence of any defect in thepoultry.

5. **INDEMNIFICATION.**

a. Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement.

b. Where a party to this Agreement is either the State of Florida or political subdivision or agency thereof ("Government Party"), paragraph 5(a) shall not apply only to any Government Party, and the following indemnification shall apply instead of and in place of paragraph 5(a) to any said Government Party: Notwithstanding any other provision of this Agreement and only to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes, Buyer and Exhibitor shall indemnify and hold the Fair Association harmless from and against any and all claims, demands, suits, actions, proceedings, costs, damages, losses, expenses, injuries, death or other disputes (collectively, the "Claims") arising out of this Agreement. However, nothing herein shall be considered a waiver of sovereign immunity or other rights afforded consistent with Section 768.28, Florida Statutes, and the Parties and Fair Association agree that Exhibitor shall not be responsible for negligent or intentionally wrongful acts of any other party including third parti

6. **DEFAULT**. If Buyer shall default in any of the terms, covenants and/or provisions of this Agreement on the part of Buyer to be performed, then Exhibitor or the Fair Association, as Exhibitor's Agent, shall have all rights to enforce this Agreement pursuant to law, including the right to pursue any and all legal action against the Buyer for damages. If Exhibitor shall default in any of the terms, covenants and/or provisions of this Agreement, then Buyer shall only have the right to terminate the Agreement and collect such part of the Purchase Price already delivered to the Exhibitor through the Fair Association. Buyer shall look solely to the Exhibitor to collect all monies due to Buyer pursuant to this Paragraph.

7. **MISCELLANEOUS**.

7.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding related to this Agreement shall be in the courts in or for Manatee County, Florida.

7.2 Attorneys' Fees. Unless otherwise provided herein this Agreement, the prevailing party shall be reimbursed by the other party for all costs, disbursements, expenses and attorneys' fees (collectively, the "Costs") incurred by such party in interpreting or enforcing this Agreement, whether or not mediation, arbitration or other suit or action is actually commenced. Costs shall include, without limitation, all attorneys' fees incurred in negotiations, mediations, arbitrations, trials, administrative proceedings, bankruptcy proceedings and any appeals from any such proceedings, as well as post-judgment collection efforts.

7.3 Entire Agreement and Amendment. This Agreement, and all Exhibits attached hereto, if any, and incorporated herein by this reference, constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

7.4 Limitation on Benefits on this Agreement. It is the explicit intention of the parties that: (i) no person or entity other than the Parties (or their respective successors and assigns as permitted hereunder) and the Fair Association, as Exhibitor's Agent, shall be entitled to bring any action to enforce any provision of this Agreement; and (ii) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties and the Fair Association (or their respective successors and assigns as permitted hereunder).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By:_____
Signature of Buyer

By:_____
Signature of the Exhibitor

Print Name: _____

By:_____
Signature of Superintendent

Business Phone: _____

Cell Phone: _____

School District of Manatee County, FL

Purchase and Sale Agreements for

National FFA Chapter Animals

Sold at the 2024 Manatee County Fair

Pamela D'Agostino, J.D., General Counsel	Date
Dr. Jason Wysong, Superintendent School District of Manatee County, FL	Date
Chair School Board of Manatee County, FL	Date

Livestock Tag#_Poultry Layer Pen B

AGENDA ITEM NO. 11.11

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The District issued an invitation to bid on welding – supplies, equipment and gases. This is a solicitation to be utilized in technical welding training classes, high school programs and maintenance departments. This bid will replace the current bid that expires on December 31, 2023.

The requested contract is for the period of January 1, 2024 through December 31, 2029, with one (1) additional three (3) year renewal.

Historical expenditures are as follows:

- YTD 2023-2024 $57,216.73
- 2022-2023: $125,129.37
- 2021-2022: $120,718.69

The bid is recommended for award to Airgas USA, LLC, Plantation, FL., Florida Document No. M11000005550.

Approval of this bid does not indicate immediate or complete expenditure of funds. 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):

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

Recommendation
The Superintendent recommends approval of the bid on welding - supplies, equipment and gases, SDMC No. 24-0068-BS, estimated in the amount of $130,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General Operating Funds, Special Projects, Federal Projects, Capital Outlay and Vocational Equipment and is included in the Manatee Technical College and other sites/departments approved budget for 2023/2024.

Contact
Submitting Departments: Adult Career and Technical Programs and Purchasing
Initiated By: Dr. Paul Gansemer and Ruth Gruett

Attachments:
AWARD AGREEMENT WELDING - SUPPLIES, EQUIP AND GASES

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0068-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Airgas USA LLC Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

BID ON WELDING - SUPPLIES, EQUIPMENT AND GASES, SDMC No. 24-0068-BS

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for one additional three year period. Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT:** The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are

present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

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

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If

the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or

after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment

eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 11557

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services

to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Airgas US, LLC 6735 33rd Street East Sarasota, FL 34243
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME Bingaman LLC	ADDRESS 6735 33rd St Port Sarasota
PHONE 941-751-4847	EMAIL George.Goode@Bingaman.com
TYPE OR PRINT NAME George Goode	TITLE Branch Manager
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

Contractor George Goode	Date 11/6/23	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/9/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink--
www.myvendorlink.com-- at the specified date and time below.
It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2" rowspan="4">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 25, 2023</td></tr>
<tr><td>CONTACT PERSON: Beth Sharp Tolly</td></tr>
<tr><td>Telephone #: 941-708-8770</td></tr>
<tr><td>Email address:
sharpb@manateeschools.net</td></tr>
<tr><td>TITLE:
Welding – Supplies, Equipment and Gases</td><td>NUMBER:
24-0068-BS</td><td>SUBMITTAL DEADLINE:
October 23, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE:</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="5">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
- ☐ Bidder's Experience and Qualifications (APPENDIX C)
- ☐ Bidder' References
- ☐ Bidder's Statement of Principal Place of Business (APPENDIX D)
- ☐ Bidder's Statement of Financial Qualification (APPENDIX E)
- ☐ Drug-free Workplace Certification (APPENDIX F)
- ☐ Federal Debarment and Suspension Certification (APPENDIX G)
- ☐ Scrutinized Company Certification (APPENDIX H)
- ☐ Byrd Anti-Lobbying Amendment (APPENDIX I)
- ☐ Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
- ☐ Anti-Discrimination Amendment (APPENDIX K)

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers of Welding – Supplies, Equipment and Gases for schools and departments on an as needed basis throughout the School District of Manatee County. Schools and departments may choose any awarded provider of Welding – Supplies, Equipment and Gases. Specifications and the quality standards of service set forth in this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to one additional three-year period, upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

SCOPE:
This is a solicitation to provide welding – supplies, equipment, and gases utilized in technical welding training classes and high school programs. The goods are separated into categories as listed below.

Categories are as follows:

1. Welding Supplies
2. Welding Tools, Equipment and Safety Supplies (Hard Goods)
3. Gases

A catalog and/or pricelist for all available items in that category bid shall be provided either on electronic media or accessible via the offeror's website.

Typically, goods or services are priced in one of two ways:
(1) A discount from a list price.
(2) For gases, cylinder rental and delivery, a rate chart with unit prices.

An award may be made to each vendor who responds to this invitation, who published a catalog; produces a manufacturer's or dealer's published price list or some form of a documented verifiable price structure.

Awarded bidders shall be in a favorable position to compete for the District's business, and those who offer the highest discounts and lowest net prices for items, which comply with specifications and otherwise meet requirements, should obtain the largest volume of business. Purchases shall be made on an as required basis. Orders will be placed with vendors via purchase orders, P Cards (internet, phone and in-store pickup). Orders will be delivered to the District's warehouse or directly to a school site. Shipping instructions will be noted on the order and must be noted on the outside of all packages and invoices.

The awarded contractor shall notify SDMC of backorders or inability to respond within the response time proposed as soon as possible. Upon receipt of such notification, SDMC reserves the right to cancel order. Delivery when promised is paramount to successful performance of the awarded contract.

CONTRACT PERIOD:
The initial contract term shall be for the period of January 1, 20224 through December 31, 2029.

GENERAL:
(1) All orders shall be shipped F.O.B. Destination.
(2) NO minimum order amounts shall be imposed.
(3) NO handling charges shall be imposed.

WARRANTY:
Category 2: Tools and Equipment- warranty terms and length offered shall be stated in the proposal. If no warranty, then proposal shall state same. The warranty period shall commence upon date of acceptance by SDMC. All warranty documents shall be provided with the order.

PRICING OR RATE STRUCTURE:
Pricing for all products offered shall be stated on, or attached to, the Form of Proposal Pricing page. Pricing can be unit pricing or a percentage discount off of the catalog list price. A copy of the catalog with and applicable price list shall be made accessible either on the vendors website or submitted with the proposal in hard copy or on electronic media. Structured or variable discounts may be offered for each category and may be tiered based on quantities purchased or other criteria. The vendor is encouraged to use creativity in developing the proposal in both product offering and pricing. It is essential that all discounts or price list be presented in a format that allows for clear calculation of total cost to ease in auditing invoices.

Gases are to be priced by cylinder size for exchange or refill. If there is a monthly rental fee for the cylinder, include rates. Provide delivery flat fee rate, fuel Surcharge rate and hazmat fee as required. Increase may be requested as market demands. Supply market demands supporting documentation with request. Request must be approved in writing by Purchasing prior to changes.

If additional information or detail are necessary, such as with a rate chart, then include that detail on additional pages.

CATALOGS:
All bidder(s) must submit an electronic copy or weblink of all cataloged items to be used under the resulting contract with their bid submittal. The successful bidder(s) shall supply two (2) product catalog sheets clearly labeled with Welding - Supplies, Equipment and Gases, SDMC No. 24-0068-BS and the awarded discount per category to Manatee Technical College (see website for school site list) and one (1) product catalog clearly labeled with awarded discount per category to the Purchasing Department with your bid reply.

For price list include a sample price list of products offered.

Successful bidder(s) shall provide ordering instructions for additional catalog(s) as needed free of charge.

The prices reflected in these catalogs shall be firm for the contract period, less the allowed discount. Vendors may provide new catalogs annually.

NEW ITEMS: New items appearing in the awarded bidder's catalog(s) released after the bid opening date are to be covered under the resulting contract as if these items were originally included in the catalog(s) submitted with the bid.

TRAINING: If necessary, successful bidder(s) must be willing to offer training and support as needed to the District. Training may include, but not be limited to company introduction, setting up new users for online ordering, and a review of catalog bid discounts.

ANNUAL REQUIREMENTS:

It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific vendor belongs totally to District Personnel. Actual purchases of Welding Supplies, Equipment and Gases by the School Board of Manatee County during the 2022 - 2023 fiscal year exceeded $150,000.00. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid.

EDUCATION DISCOUNTS:

Priority will be offered to any bidder(s) that offers education discounts. Education Discount must offer special pricing above and beyond regular or discounted pricing for welding program supplies (welding electrode and wire, welding gear, guns and expendable parts, fume extraction filters, etc.) used within the classroom. Provide details on your education discount program and a list of materials with pricing or pricing structure.

Form of Proposal

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY
P-CARD TRANSACTIONS: Yes _____ No _____

NOTICE TO BIDDERS:
One (1) copy of the product catalog and/or pricelist shall be provided either on electronic media or accessible via the offeror's website. Bids received without this information shall be considered NONRESPONSIVE.

CATALOG OR PRICE LIST MARK UP or DISCOUNT

Category 1 - Welding Supplies

Items to be purchased include, but are not limited to the following:

- Raw Metal: include but not limited to, in miscellaneous lengths, widths, thickness.
  Steel Flat Bar, Aluminum Flat Bar, Stainless Steel Sheared, Black Pipe, Stainless Steel Pipe, Angle, Sheet, Round/Flat Stock

_____ _____%
(Name of catalog or catalog number)

_____ _____%
(Name of catalog or catalog number)

Cut Change (if applicable) **$**_____

CATALOG OR PRICE LIST MARK UP (M) or DISCOUNT (D)

Category 2 - Welding Tools, Equipment and Safety Supplies (Hard Goods)

List catalog or Price List, circle M for Mark Up or D for Discount Off, Enter percentage**.**
Add additional pages if needed.

Items to be purchased include, but are not limited to the following:

- Safety- Jackets, Head, Eye, Hearing, etc.
- Filler Metals- Stick Electrodes, Mig Wire, FCAW Wire, GTAW Wire, Etc.
- Welding Machines Mic, Tig, Stick, Etc.
- Consumables for Miller Electric, Lincoln Electric and Victor Plasma Cutter- Tips, Gas Diffuser, Nozzles, liners Gas Lenses, Torch Tips, Etc.
- Tools and Equipment- Grinders, Chipping Hammers, Disc, Wire Wheels, replacement parts

_____ **M or D** _____%
(Name of catalog or catalog number)

_____ **M or D** _____%
(Name of catalog or catalog number)

_____ **M or D** _____%
(Name of catalog or catalog number)

ITEMS		PRICING	
Category 3 – Gases			
Exchange/ refill cost			
Acetylene	Cylinder Size MC	**$**_____	**Rental Fee $**_____
	Cylinder Size B	**$**_____	**Rental Fee $**_____
	Cylinder Size 3	**$**_____	**Rental Fee $**_____
	Cylinder Size 4	**$**_____	**Rental Fee $**_____
	Cylinder Size 5	**$**_____	**Rental Fee $**_____
Argon	Cylinder Size 20 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 40 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 60 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 80 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 120 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 200 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 300 CU FT	**$**_____	**Rental Fee $**_____
Carbon Dioxide	Cylinder Size 20 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 40 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 60 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 80 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 120 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 200 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 300 CU FT	**$**_____	**Rental Fee $**_____
Helium	Cylinder Size 20 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 40 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 60 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 80 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 120 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 200 CU FT	**$**_____	**Rental Fee $**_____
Oxygen	Cylinder Size 20 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 40 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 60 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 80 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 120 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 200 CU FT	**$**_____	**Rental Fee $**_____
	Cylinder Size 300 CU FT	**$**_____	**Rental Fee $**_____

ITEMS		**PRICING**
Nitrogen	Cylinder Size 20 CU FT	**$**_____
	Cylinder Size 40 CU FT	**$**_____
	Cylinder Size 60 CU FT	**$**_____
	Cylinder Size 80 CU FT	**$**_____
	Cylinder Size 120 CU FT	**$**_____
	Cylinder Size 200 CU FT	**$**_____
	Cylinder Size 300 CU FT	**$**_____
Other	Tri-Mix 90% Helium, 7.5% Argon, 2.5% C02Cylinder Size 20 CU FT	**$**_____
	Spray Transfer 90/10 Mix 90% Argon, 10% C02	**$**_____
Delivery Flat Fee (if applicable)		**$**_____
Fuel Surcharge Flat Fee (if applicable)		**$**_____
_____ **Other Additional Fees (if applicable)**		**$**_____

Hazmat Charge (if applicable) _____**Flat Rate or** _____**%** _____
Provide details to the rate structure.
This could be a flat rate or percentage mark up of cost, weight, etc.

Contact Information:

_____ _____
Outside Sales Representative **Telephone Number**

_____
Email address

_____ _____
Inside Customer Service Representative **Telephone Number**

_____
Email address

PRICE ADJUSTMENTS:

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CLARIFICATION OF BIDS:

Bidders shall submit via Vendorlink any questions regarding this bid. **Only questions submitted electronically through Vendorlink will be answered and/or included in an addendum**. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

LOCATION:
School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.

2. **Bid Requirements:** The following Appendices, upon which information is required, **must be completed and provided with the Bid Submittal**:
   - i) Invitation to Bid Form
   - ii) Pricing, Delivery and Warranty Submittal
   - iii) No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
   - iv) Bidder's Experience and Qualifications (APPENDIX C)
   - v) Bidder' References
   - vi) Bidder's Statement of Principal Place of Business (APPENDIX D)
   - vii) Bidder's Statement of Financial Qualification (APPENDIX E)
   - viii) Drug-free Workplace Certification (APPENDIX F)
   - ix) Federal Debarment and Suspension Certification (APPENDIX G)
   - x) Scrutinized Company Certification (APPENDIX H)
   - xi) Byrd Anti-Lobbying Amendment (APPENDIX I)
   - xii) Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
   - xiii) *Anti-Discrimination Amendment (APPENDIX K)*

3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.

4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. **Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission**.
   - i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
   - ii. Enable printing on files submitted.
   - iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
   - iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
     - a. Business Name;
     - b. Complete Business Address;
     - c. Name(s) and contact information of key personnel.
   - v. Separate and identify each part of the submission.

5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.

6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present.
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.

8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
   9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
   9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.
   9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.
   9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.
   9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.
   9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 4, 2023	Questions/Clarifications due
October 6, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 23, 2023	Bids due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 25, 2023	The evaluation meeting (if required) will be held virtual via "Teams" scheduled for October 24, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About November 5, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON WELDING- SUPPLIES, EQUIPMENT AND GASES, SDMC NO.24-0068-BS

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2029

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON WELDING-SUPPLIES EQUIPMENT AND GASES, SDMC NO. 24-0068-BS

Bids Due: 3:00 p.m., Monday, October 23, 2023

	CATEGORY 1 - WELDING SUPPLIES				
BIDDERS	CATALOG NAME OR NUMBER	MARK UP OR DISCOUNT	CATALOG NAME OR NUMBER	MARK UP OR DISCOUNT	CUT CHARGE
Airgas USA, LLC	No Bid	No Bid	No Bid	No Bid	No Bid

	CATEGORY 2 - WELDING TOOLS, EQUIPMENT AND SAFETY SUPPLIES (Hard Goods)				
BIDDERS	CATALOG NAME OR NUMBER	MARK UP OR DISCOUNT	CATALOG NAME OR NUMBER	MARK UP OR DISCOUNT	
Airgas USA, LLC	**Radnor Products**	**Mark UP 18%**	**Radnor Safety**	**Mark UP 18%**	

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	ACETYLENE Cylinder Size MC Exchange or Refill Cost	ACETYLENE Cylinder Size MC Rental Fee	ACETYLENE Cylinder Size B Exchange or Refill Cost	ACETYLENE Cylinder Size B Rental Fee	ACETYLENE Cylinder Size 3 Exchange or Refill Cost	ACETYLENE Cylinder Size 3 Rental Fee
Airgas USA, LLC	**$13.00**	**$0.15**	**$18.00**	**$0.15**	**$30.00**	**$0.15**

TABULATION OF BIDS ON WELDING-SUPPLIES EQUIPMENT AND GASES, SDMC NO. 24-0068-BS

Bids Due: 3:00 p.m., Monday, October 23, 2023

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	ACETYLENE * Cylinder Size 4 Exchange or Refill Cost	ACETYLENE Cylinder Size 4 Rental Fee	ACETYLENE * Cylinder Size 5 Exchange or Refill Cost	ACETYLENE Cylinder Size 5 Rental Fee	ARGON Cylinder Size 20 CU FT Exchange or Refill Cost	ARGON Cylinder Size 20 CU FT Rental Fee
Airgas USA, LLC	**39.00 (1)**	**$0.15**	**39.00 (1)**	**$0.15**	**$12.00**	**$0.15**

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	ARGON Cylinder Size 40 CU FT Exchange or Refill Cost	ARGON Cylinder Size 40 CU FT Rental Fee	ARGON Cylinder Size 60 CU FT Exchange or Refill Cost	ARGON Cylinder Size 60 CU FT Rental Fee	ARGON Cylinder Size 80 CU FT Exchange or Refill Cost	ARGON Cylinder Size 80 CU FT Rental Fee
Airgas USA, LLC	**$14.00**	**$0.15**	No Bid	No Bid	**$20.00**	**$0.15**

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	ARGON Cylinder Size 120 CU FT Exchange or Refill Cost	ARGON Cylinder Size 120 CU FT Rental Fee	ARGON Cylinder Size 200 CU FT Exchange or Refill Cost	ARGON Cylinder Size 200 CU FT Rental Fee	ARGON Cylinder Size 300 CU FT Exchange or Refill Cost	ARGON Cylinder Size 300 CU FT Rental Fee
Airgas USA, LLC	**$20.00**	**$0.15**	**$28.00**	**$0.15**	**$32.00**	**$0.15**

TABULATION OF BIDS ON WELDING-SUPPLIES EQUIPMENT AND GASES, SDMC NO. 24-0068-BS

Bids Due: 3:00 p.m., Monday, October 23, 2023

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	CARBON DIOXIDE Cylinder Size 20 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 20 CU FT Rental Fee	CARBON DIOXIDE Cylinder Size 40 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 40 CU FT Rental Fee	CARBON DIOXIDE Cylinder Size 60 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 60 CU FT Rental Fee
Airgas USA, LLC	**$15.00 (2)**	**$0.15**	**$20.00 (3)**	**$0.15**	No Bid	No Bid

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	CARBON DIOXIDE Cylinder Size 80 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 80 CU FT Rental Fee	CARBON DIOXIDE Cylinder Size 120 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 120 CU FT Rental Fee	CARBON DIOXIDE Cylinder Size 200 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 200 CU FT Rental Fee
Airgas USA, LLC	No Bid	No Bid	No Bid	No Bid	**$28.60 (4)**	**$0.15**

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	CARBON DIOXIDE Cylinder Size 300 CU FT Exchange or Refill Cost	CARBON DIOXIDE Cylinder Size 300 CU FT Rental Fee	HELIUM Cylinder Size 20 CU FT Exchange or Refill Cost	HELIUM Cylinder Size 20 CU FT Rental Fee	HELIUM Cylinder Size 40 CU FT Exchange or Refill Cost	HELIUM Cylinder Size 40 CU FT Rental Fee
Airgas USA, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON WELDING-SUPPLIES EQUIPMENT AND GASES, SDMC NO. 24-0068-BS

Bids Due: 3:00 p.m., Monday, October 23, 2023

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	HELIUM Cylinder Size 60 CU FT Exchange or Refill Cost	HELIUM Cylinder Size 60 CU FT Rental Fee	HELIUM Cylinder Size 80 CU FT Exchange or Refill Cost	HELIUM Cylinder Size 80 CU FT Rental Fee	HELIUM Cylinder Size 120 CU FT Exchange or Refill Cost	HELIUM Cylinder Size 120 CU FT Rental Fee
Airgas USA, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	HELIUM Cylinder Size 200 CU FT Exchange or Refill Cost	HELIUM Cylinder Size 200 CU FT Rental Fee	OXYGEN Cylinder Size 20 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 20 CU FT Rental Fee	OXYGEN Cylinder Size 40 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 40 CU FT Rental Fee
Airgas USA, LLC	**$300.00**	**$0.15**	**$12.00**	**$0.15**	**$13.00**	**$15.00**

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	OXYGEN Cylinder Size 60 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 60 CU FT Rental Fee	OXYGEN Cylinder Size 80 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 80 CU FT Rental Fee	OXYGEN Cylinder Size 120 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 120 CU FT Rental Fee
Airgas USA, LLC	No Bid	No Bid	**$14.00**	**$0.15**	**$15.00**	**$0.15**

TABULATION OF BIDS ON WELDING-SUPPLIES EQUIPMENT AND GASES, SDMC NO. 24-0068-BS

Bids Due: 3:00 p.m., Monday, October 23, 2023

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	OXYGEN Cylinder Size 200 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 200 CU FT Rental Fee	OXYGEN Cylinder Size 300 CU FT Exchange or Refill Cost	OXYGEN Cylinder Size 300 CU FT Rental Fee	NITROGEN Cylinder Size 20 CU FT Exchange or Refill Cost	NITROGEN Cylinder Size 40 CU FT Exchange or Refill Cost
Airgas USA, LLC	**$16.00**	**$0.15**	**$16.00**	**$0.15**	**$12.00**	**$13.00**

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST					
BIDDERS	NITROGEN Cylinder Size 60 CU FT Exchange or Refill Cost	NITROGEN Cylinder Size 80 CU FT Exchange or Refill Cost	NITROGEN Cylinder Size 120 CU FT Exchange or Refill Cost	NITROGEN Cylinder Size 200 CU FT Exchange or Refill Cost	NITROGEN Cylinder Size 300 CU FT Exchange or Refill Cost	TRI-MAX 90% Helium, 7.5% Argon 2.5% CO2 Cylinder Size 20 CU FT
Airgas USA, LLC	**$13.00**	**$14.00**	**$15.00**	**$15.00**	**$16.00**	**$225.00**

	CATEGORY 3 - GASES - EXCHANGE OR REFILL COST
BIDDERS	SPRAY TRANSFER 90/10/Mix 90% Argon, 10% CO2
Airgas USA, LLC	**$38.00**

TABULATION OF BIDS ON WELDING-SUPPLIES EQUIPMENT AND GASES, SDMC NO. 24-0068-BS

Bids Due: 3:00 p.m., Monday, October 23, 2023

BIDDERS	DELIVERY FLAT FEE	FUEL SURCHARGE FLAT FEE	HAZMAT CHARGE	OTHER FEES
Airgas USA, LLC	**$15.00**	**$0.00**	**$0.00**	**$0.00**

NOTES:
(1) HH = Per Hundred Cubic Feet
(2) 5 lb
(3) 40 CU = 20 lb
(4) 200 CU = 50 lb

* Acetylene is priced per hundred cubic feet

Contact Information:
Outside Sales Representative
Trevor Nevill 813-509-1696

Inside Customer Service Representative
George Goode 941-915-6738 Email George.Goode@Airgas.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Goode Geoge		
Trevor Merell		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 --Grants and Agreements

Subtitle A --Office of Management and Budget Guidance for Grants and Agreements
Chapter II --Office of Management and Budget Guidance
Part 200 --Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.12

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Fiscal year to date spend for Spectrum Enterprise (Charter Communications Holdings) is $49,878.99. The re-instatement of internet services for Duette Old School House requires Board approval for the additional services from Spectrum Enterprise.

Background:
On January 28, 2020, the School Board approved a contract with Spectrum Enterprise (Charter Communications Holdings) to provide Wide Area Network (WAN) Services to: Parrish Community High School, Anna Maria Elementary, Williams Elementary, Barbara Harvey Elementary, The Port Academy, Buffalo Creek Middle, Duette Old School House, the PSC, Manatee County Public Safety, and Myakka City Elementary.

Effective June 30, 2023 all circuits were disconnected except for the PSC, Manatee County Public Safety, Myakka City Elementary and Buffalo Creek Middle. Circuits for Parrish Community High School, Anna Maria Elementary, Williams Elementary, Barbara Harvey Elementary, and The Port Academy have transitioned to Wide Area Network (WAN) Services provided by Zayo Group. (The Board approved an Erate bid awarded to Zayo on February 8, 2022.)

The recommendation to disconnect internet service at Duette Elementary was discussed at Cabinet, with the Operations Leadership Team (OLT) and was approved by Administration on May 23, 2023. Effective July 1, 2023 the Sheriff's office was requested to complete neighborhood checks in combination with random Safety and Security checks of this facility by an SDMC badged security officer.

The request to restore internet access to this location will provide Maintenance and Safety and Security an opportunity to verify any false security alarms that may be triggered at this location by leveraging the video surveillance system that is installed at this location.

The service order to reinstate Duette is an annual agreement. The estimated cost for Duette internet service is $3,600.00 annually. Services will be provided by Spectrum Enterprise (Charter Communications Holdings).

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

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

Recommendation
The Superintendent recommends approval to purchase internet service, Duette Old School House, SDMC No. 24-0080-RG, estimated in the amount of $3,600.00 annually. (General Fund)

Financial Impact
The cost to implement this agenda item is estimated in the amount of $3,600.00 annually. The funding source

for this expenditure is the general fund and is included in the Information Technology Department approved budget for 2023-2024.

Contact
Submitting Department: Information Technology
Initiated By: Scott Hansen

Attachments:
24-0080-RG- ATP INTERNET SERVICE - 11142023 BOARD ITEM

UPDATED 11.2.23

Contract Description	24-0080-RG - MONTH TO MONTH SERVICE		
Contract Originator	SCOTT HANSEN/ RUTH GRUETT		
Date Initiated	10/31/2023		
Contract Start	11/14/2023	Contract End	11/14/2024
Board Meeting		Not to Exceed	

SEE PEAK - 2023-805 $3,600.00

SUPPLER WILL SIGN POST

Vendor Name	SPECTRUM
Vendor email:	
Vendor coming on Campus?	NO

Chart String	GL Unit	GENERAL FUND	Fund		Function	
	Object		Cost Center		Program	

Approver/Signer	Comments	Digital Signature
Principal or Dept Head		
Grants Manager		
Director, Purchasing		Ruth Gruett (Nov 1, 2023 13:40 EDT)
Legal		Sign on Contract
Director, Budget		
Director, Finance		
CTO		
Assoc Super, Finance		
Exec Dir, Elementary or Secondary Schools		
Deputy Superintendent		
Superintendent		Sign on Contract
Board		Sign on Contract

If you are a contract signer, sign on the contract and use this section for comments only. If you are an approver, digitally sign here and add any comments here.

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, https://enterprise.spectrum.com/ (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information
Contact: Keith Boreham Telephone: 3212467334 Email: keith.boreham@charter.com

Customer Information		
Customer Name Manatee County School District		Order # 14019660
Address 215 MANATEE AVE W BRADENTON FL 34205		
Telephone (941) 751-6550	Email: bauer3m@manateeschools.net	
Contact Name Matthew Bauer	Telephone (941) 751-6550	Email: bauer3m@manateeschools.net
Billing Address 215 MANATEE AVE W BRADENTON FL 34205		
Billing Contact Name	Telephone	Email:

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NEW AND REVISED SERVICES AT 40755 State Road 62 Unit EVPL, Duette FL 34219				
Service Description	**Order Term**	**Quantity**	**Monthly Recurring Charge(s)**	**Total Monthly Recurring Charge(s)**
EVPL 10Mbps	12 Months	1	$300.00	$300.00
Spoke	12 Months	1	$0.00	$0.00
TOTAL*				**$300.00**

ONE TIME CHARGE(S) AT 40755 State Road 62 Unit EVPL, Duette FL 34219			
Service Description	**Quantity**	**One Time Charge(s)**	**Total One Time Charge(s)**
Ethernet Fiber Install	1	$0.00	$0.00
TOTAL*			**$0.00**

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1. **TOTAL CHARGE(S). Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.**
2. **TAXES**. Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS**.

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the 'Required Notice'), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is

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in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer's existing product(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER	**Charter Communications Operating, LLC** **By: Charter Communications, Inc., its Manager**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Pamela D'Agostino 11/2/2023

GENERAL COUNSEL
Approved as to Form and Legal Content

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Spectrum ENTERPRISE

Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): **Manatee County School District**

Billing Address:

215 MANATEE AVE W
BRADENTON FL 34205

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that **10% or less** of the traffic to be carried over any circuit will be **interstate** in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that **you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic.** In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits **listed on the attached Service Order** is jurisdictionally intrastate and **will contain no more than 10% interstate traffic.**

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

Pamela D'Agostino 11/2/2023

GENERAL COUNSEL -Approved as to Form and Legal Content

Authorized Customer Contact Information:

Phone: Email:

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AGENDA ITEM NO. 12.6

School Board of Manatee County
November 14, 2023 - Regular Board Meeting
Action Item

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

Executive Summary
Fiscal year to date spend for Spectrum Enterprise (Charter Communications Holdings) is $49,878.99. The re-instatement of internet services for Duette Elementary requires Board approval for the additional services from Spectrum Enterprise.

Background:
On January 28, 2020, the School Board approved a contract with Spectrum Enterprise (Charter Communications Holdings) to provide Wide Area Network (WAN) Services to: Parrish Community High School, Anna Maria Elementary, Williams Elementary, Barbara Harvey Elementary, The Port Academy, Buffalo Creek Middle, Duette Elementary, the PSC, Manatee County Public Safety, and Myakka City Elementary.

Effective June 30, 2023 all circuits were disconnected except for the PSC, Manatee County Public Safety, Myakka City Elementary and Buffalo Creek Middle. Circuits for Parrish Community High School, Anna Maria Elementary, Williams Elementary, Barbara Harvey Elementary, and The Port Academy have transitioned to Wide Area Network (WAN) Services provided by Zayo Group. (The Board approved an Erate bid awarded to Zayo on February 8, 2022.)

The recommendation to disconnect internet service at Duette Elementary was discussed at Cabinet, with the Operations Leadership Team (OLT) and was approved by Administration on May 23, 2023. Effective July 1, 2023 the Sheriff's office was requested to complete neighborhood checks in combination with random Safety and Security checks of this facility by an SDMC badged security officer.

The service order to reinstate Duette is an annual agreement. The estimated cost for Duette internet service is $3,600.00 annually. Services will be provided by Spectrum Enterprise (Charter Communications Holdings).

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

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

Recommendation
The Superintendent recommends approval to purchase internet service, Duette Elementary, SDMC No. 24-0080-RG, estimated in the amount of $3,600.00 annually. (General Fund)

Financial Impact
The cost to implement this agenda item is estimated in the amount of $3,600.00 annually. The funding source for this expenditure is the general fund and is included in the Information Technology Department approved budget for 2023-2024.

Contact
Submitting Department: Information Technology
Initiated By: Scott Hansen

AGENDA ITEM NO. 11.13

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Through the Federal E-Rate program, the District applied for $167,500.00 in Federal funding for Aerohive/Extreme Wireless Access Points (WAP's). The 80 percent discount/refund would account for $134,000.00, leaving the District to incur a cost of $33,500.00.

The requested contract is for the period of July 1, 2024 through June 30, 2025.

This proposal solicitation was issued on September 15, 2023 and opened on October 17, 2024. The School District received five (5) responsive proposals.

The proposal is recommended for award to PC Solutions & Integration, Inc, Florida Document No. P97000104089.

Historical expenditures are as follows:
- YTD 2023-2024 $157,149.95
- 2022-2023 $10,534.00
- 2021-2022 $228,018.00

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

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

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

Recommendation
The Superintendent recommends approval of Erate bid, wireless access points, SDMC No. 24-0081-RG, estimated in the amount of $167,500.00. (Capital Fund)

Financial Impact
The cost to implement this agenda item is estimated at $33,500.00. The funding source for this estimated expenditure is the Capital Fund and is included in the proposed IT budget for 2024/2025.

Contact
Submitting Department: Information Technology
Initiated By: Scott Hansen

Attachments:
24-0081-RG CONTRACT

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0081-RG

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, 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:

ERATE (2024-2025) ERATE WIRELESS ACCESS POINTS, LICENSES, MAINTENANCE AND RELATED COMPONENTS SDMC No. 24-0081-RG

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from July 1, 2024 through June 30, 2025. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** This agreement is not renewable.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT:** The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are

present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

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

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If

the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or

after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment

eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: __**447712**_____

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services

to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	PC Solutions & Integration, Inc Attn: David Rudnick 4937 SW 75th Ave Miami, FL 33155 305.667.0633
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
PC Solutions & Integration, Inc. CONTRACTOR/COMPANY NAME	4937 SW 75th Ave. Miami, FL 33155 ADDRESS
PHONE 305-667-0633	EMAIL david@pcsusa.net
TYPE OR PRINT NAME David Rudnick	TITLE VP of Sales
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941.708.8770	EMAIL hansens@manateeschools.net
TYPE OR PRINT NAME Scott Hansen	TITLE Chief Technology Officer

SIGNATURES:

	11.6.23		
Contractor PC Solutions & Integration, Inc	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/08/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

Universal Service Administrative Co.

FCC Form 470 – Funding Year 2024

Form 470 Application Number: 240000613
MD24-47001-C2

Billed Entity
MANATEE COUNTY SCHOOL DISTRICT
215 MANATEE AVE W
BRADENTON, FL 34205
MANATEE
941-708-8770 ext.41125
hansen2s@manateeschools.net
Billed Entity Number: 127848
FCC Registration Number: 0011606886

Contact Information
Scott Hansen
hansen2s@manateeschools.net
941-708-8770 ext.41125

Application Type
Applicant Type: School District
Recipients of Services: Adult Education; Head Start; Juvenile Justice; New Construction School; Public School; Public School District

Number of Eligible Entities: 65

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
Funds for Learning	16024808	405-341-4140	jharrington@fundsforlearning.com

Consultants

Name	Phone Number	Email
Brian Stephens	405-471-0945	bstephens@fundsforlearning.com
Brian Guire	405-341-4140	bguire@fundsforlearning.com
Candy Miller	405-471-0921	cmiller@fundsforlearning.com
Cathy Cruzan	405-471-0965	ccruzan@fundsforlearning.com
David Mead	405-471-0930	dmead@fundsforlearning.com
Dirk Schroeder	405-471-0941	dschroeder@fundsforlearning.com
Eric Jester	405-471-0953	ejester@fundsforlearning.com
John Harrington	405-341-4140	jharrington@fundsforlearning.com
Jonathan Wilson	405-471-0920	jwilson@fundsforlearning.com
Jordan Lofland	405-471-0972	jlofland@fundsforlearning.com
Kristin Best	405-471-0935	kbest@fundsforlearning.com
Micah Rigdon	405-341-4140	mrigdon@fundsforlearning.com
Michelle Jackson	405-471-0983	mjackson@fundsforlearning.com
Nathan Hamilton	405-471-0934	nhamilton@fundsforlearning.com
Patrick Burke	405-471-0948	pburke@fundsforlearning.com
Renee Donaldson	405-471-0974	rdonaldson@fundsforlearning.com
Sean Lock	405-471-0918	slock@fundsforlearning.com
Sheauna Brown	405-471-0952	sbrown@fundsforlearning.com
Tava Mazak	405-341-4140	tmazak@fundsforlearning.com
Todd Lawrence	405-471-0978	tlawrence@fundsforlearning.com
Verlyne Jolley	405-471-0950	vjolley@fundsforlearning.com

RFPs

Id	Name
15659800	Contract of award for erate bid 2024
15662063	List of Equipment and Specifications
15662064	RFP Schedule of events

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs

Description of Other Functions

Id	Name
Narrative	

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Internal Connections	Wireless Access Points and Necessary Software and Licenses	Extreme Networks or equivalent			190	Each	Yes	15659800, 15662063, 15662064
Basic Maintenance of Internal Connections	Wireless Access Points	Extreme Networks		52	190	Each		15659800, 15662063, 15662064
Internal Connections	Antennas, Connectors, and Related Components	Extreme Networks or equivalent		52	190	Each	Yes	15659800, 15662063, 15662064
Basic Maintenance of Internal Connections	Antennas, Connectors, and Related Components	Extreme Networks		52	190	Each		15659800, 15662063, 15662064

Description of Other Manufacturers

Id	Name

Narrative
Manatee County School District is seeking bids for the purchase of eligible wireless access points, licenses, maintenance and related components (brackets). Please see the attached list of equipment.

Technical Contact

Matt Bauer
Supervisor, Network Support Services
941-708-8770 ext.41012
bauer3m@manateeschools.net

State and Local Procurement Restrictions

Please see the attachment for the Schedule of Events and Contract of Award for procurement rules and requirements. All inquiries and proposals should be emailed to gruettr@manateeschools.net and follow the Schedule of Events guidelines. The District will only accept bids from vendors willing to do SPI (Service Provider Invoice) reimbursement method.

Billed Entities

Billed Entity Number	Billed Entity Name
127848	MANATEE COUNTY SCHOOL DISTRICT

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON ON ERATE (2024) ERATE WIRELESS ACCESS POINTS, LICENSES, MAINTENANCE AND RELATED COMPONENTS, SDMC 24-0081-RG

CONTRACT PERIOD: JULY 1, 2024 THRU JUNE 30, 2025

BOARD APPROVED ON DECEMBER 12, 2023

TABULATION OF BIDS ON ERATE (2024-2025) ERATE WIRELESS ACCESS POINTS, LICENSES, MAINTENANCE AND RELATED COMPONENTS, SDMC 24-0081-RG

Service Provider Bid Response Evaluation Grid

Billed Entity Name:	Manatee County School District
Billed Entity Number:	127848
FCC Registration Number:	11606886
Funding Year:	2024
Service Description:	Wireless access points, licenses, maintenance and related components (brackets) including installation and initial configuration
Date/Time of Evaluation:	10/23/2023 @ 10:00am
Evaluation performed by:	Matthew Bauer, Chris Pomatto, Scott Hansen

Bidder's Name	qty 190 item # AP460C-FCC	qty 190 item # AH-ACC-BKTASM	qty 190 item # XCIQ-PT0-CEW-5YR-K12	Shipping	COST PROPOSAL	EVALUATION SCORE (0 to 100)
1 ACCORD TECHNOLOGIES	$ 133,290.70	$ 5,401.70	$ 51,450.10	Applies, but not provided	$ 190,142.50	88.1
HOWARD TECHNOLOGIES	$ 138,890.00	$ 5,700.00	$ 53,580.00	Included in Pricing	$ 198,170.00	84.5
PC SOLUTIONS	$ 118,183.80	$ 4,428.90	$ 44,887.50	Applies, but not provided	$ 167,500.20	100.0
PROACTIVE TECHNOLOGIES	$ 184,334.20	$ 7,539.20	$ 56,209.60	$ 1,200.00	$ 248,083.00	67.5
CDW	$ 128,440.00	$ 5,206.00	$ 49,590.00	Included in Pricing	$ 183,236.00	91.4

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

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.14

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

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

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

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

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

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

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

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

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

Attachments:
Surplus List - 12-12-23

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
687	BUS THOMAS 2013 ISB240	4UZABRDTXDCBR9701	2/14/2012	$ 105,929.00	$ -	USED BY MTC FOR DIESEL TRAINING PROGRAM. NO ENGINE OR TRANSMISSION.
170639	MOWER SCAG KAWASAKI 52" RIDING	929O335	6/30/2004	$ 6,343.20	$ -	USED FOR PARTS
193952	MOWER SCAG KAWASAKI 52" RIDING	B5200016	7/30/2007	$ 7,072.50	$ -	USED FOR PARTS
274794	MOWER SCAG TIGER CAT 52"	H6000438	9/18/2014	$ 7,253.22	$ -	USED FOR PARTS
179260	STEAMER CLEVELAND CONVECTION	WC8714204G01	2/10/2005	$ 9,908.50	$ -	UNECONOMICAL TO REPAIR, AUCTION
NO PR	YAMAHA LF350XCA MOTOR	6AX-X-1004109	6/1/2016	$ 20,000.00	$ -	DONATION; MUST BE DESTROYED PER DONOR AGREEMENT. VALUE ESTIMATED BASED ON SIMILAR ITEMS.
NO PR	YAMAHA F200TXR MOTOR	60L-X-1008436	7/21/2009	$ 6,000.00	$ -	DONATION; MUST BE DESTROYED PER DONOR AGREEMENT
NO PR	YAMAHA Z300TURC MOTOR	6D0-U-1001444	8/29/2009	$ 8,000.00	$ -	DONATION; MUST BE DESTROYED PER DONOR AGREEMENT
				$ 170,506.42	$ -	

AGENDA ITEM NO. 11.15

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to authorize the Superintendent, or his designee, to execute a Substantial Completion for the Braden River Middle School - Renovations and Addition. Substantial Completion has been established by the Project Architect, Construction Manager and Department of Construction Services as October 15, 2022.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Braden River Middle School Renovations and Addition Summary Sheet is attached for your reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Substantial Completion for the District regarding the Braden River Middle School - Renovations and Addition (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Braden River MS Renovation & Addition Summary Sheet
Braden River MS Substantial Completion

Braden River Middle School Renovations & Addition Project

PROJECT DIRECTOR:	Reginald L. Goff, Sr.	
ARCHITECT/ENGINEER:	Long & Associates	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Co.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas	Selected through the Request for Qualifications process
PROJECT BUDGET:	$26,000,000.00	Original BRMS Project Budget

HISTORY: The school, with approximately 1150 student stations, was constructed in 1991. In 1998, the school underwent a technology retrofit. New chillers and HVAC upgrades were completed in 2008. In 2009, interior and exterior walls were repainted, sealants replaced and walkway covers were repaired. Water intrusion repairs are being completed as necessary.

SCOPE: The scope of the work will include a campus-wide heating ventilation/air conditioning (HVAC) renovation which includes new ductwork, HVAC equipment and controls, lighting, fire alarm, phone system, ceilings, flooring, painting, exterior doors and hardware; reconfiguring the front office and media center for increased efficiency and security; renovating the science labs to science technology labs; expanding the cafeteria, windows in serving line walls; re-roof buildings 1-6 restroom renovations in buildings 1, 2, 4 & 6; expanding the drop-off queuing line; and construction of a new 6 classroom wing addition. Additional Services required for the design of a new fire line from River Club Road to the existing BRMS Buildings 1-6. Included in design of the fire line connection to the existing public water main along the east side of the River Club Road Right-of-Way to within 5 feet of the exterior of the existing buildings. This work is funded by transfer from Owner Services to Architectural Services and does not exceed Board approved Project Budget.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	1,599,744.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	August 11, 2020	Approved	Schematic Design
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Amendment 1:	169,884.00	September 8, 2020	Approved	Add'l Arch/Eng Services
Phase II Plans:	$0	September 22, 2020	Approved	Design Development
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Phase III Plans:	$0	February 23, 2021	Approved	Construction Documents
Amendment 2:	15,000.00	September 28, 2021	Approved	Additional Services
TOTAL	**1,784,628.00**			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	95,000.00	March 24, 2020	Approved	Pre-Construction Services
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Amendment 1:	20,097,431.00	February 23, 2021	Approved	Guaranteed Maximum Price
Amendment 2:	590,129.00	September 28, 2021	Approved	Additional Scope
Change Orders 1:	(2,293,656.12)	April 12, 2022	Approved	Deduct Direct Materials
Change Orders 2:	(138,280.50)	April 12, 2022	Approved	Sales Tax Saving
Change Orders 3:	12,966.38	February 14, 2023	Approved	Unspent Direct Material Purchase Reconciliation
Change Orders 4:	820.25	February 14, 2023	Approved	Unspent Sales Tax Savings Reconciliation
Change Order 5:	(741,072.74)	March 28, 2023	Approved	Return Unforeseen Condtions Fund
Change Order 6:	(152,679.86)	April 25, 2023	Approved	Return Unforeseen Condtions Fund - Final
Substantial Completion:	$0	December 12, 2023	Pending	Substantial Completion - Final
TOTAL	**17,470,657.41**			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	85,860.00	August 11, 2020	Approved	Plans Review & Permitting Services
TOTAL	$85,860.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Workshop:	$0.00	August 11, 2020	n/a	Schematic Design Presentation
Workshop:	$0.00	September 22, 2020	n/a	Design Development Presentation
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Relocatables
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Bldg 8
TOTAL	$0.00			

SUBSTANTIAL COMPLETION

Project: Braden River MS - Renov & Addition
Location: Manatee County, Florida

Project Number: CON# 0093

Contract Date: March 24, 2020

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Long & Associates, Architects/Engineer
4525 S. Manhattan Avenue
Tampa, Florida 33611

CM: NDC Construction Company
1001 Third Ave. W., Suite 600
Bradenton, Florida 34205

Date of Issuance: October 16, 2022

Project or Designated Portion shall include:

Campus-wide replacement of the HVAC system, remodeling of selected areas, roof replacement, and the addition of a 6-classroom building at Braden River Middle School.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

October 15, 2022

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

October 15, 2022

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Long & Associates, Architect/Engineer
ARCHITECTURAL FIRM

BY

5-10-23
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (60) sixty days from the above date of Substantial Completion.

NDC Construction Company
CONTRACTOR

BY

5/12/2023
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at **5:00 pm** (time) **October 15, 2022** (date).

SCHOOL BOARD OF MANATEE COUNTY
OWNER

BY

DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

Reginald Gort (Oct 31, 2023 13:51 EDT)

10/31/2023

William Horton (Oct 31, 2023 14:37 EDT)

10/31/2023

AGENDA ITEM NO. 11.16

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to authorize the Superintendent, or his designee, to execute a Certificate of Substantial Completion for the Sugg Middle School - Replacement. Substantial Completion has been established by the Project Architect, Construction Manager and Department of Construction Services as August 7, 2023.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Sugg Middle School Replacement Summary Sheet is attached for your reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval to authorize the Superintendent to execute a Certificate of Substantial Completion for the District regarding the Sugg Middle School - Replacement (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Sugg MS Replacement Substantial Completion 12.12.23
Sugg MS Replacement Summary Sheet

SUBSTANTIAL COMPLETION

Project:	Sugg Middle School Replacement	Project Number:	CON*00078
Location:	3801 59th Street West Bradenton, FL 34209	Contract Date:	March 24, 2020
Owner:	School Board of Manatee County c/o Dept of Construction Services 1 Matzke Way Bradenton, FL 34208	Contractor:	Willis A. Smith Construction, Inc.

Date of Issuance: August 7, 2023

Project or Designated Portion shall include:

Phase II - Covered Play Area, Walkway Canopy, Bus Loop, Tennis Courts, Basketball Courts, Fields, Fences and Gates portion of the site as highlighted on the attached.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as: Monday, August 7, 2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

---

such list does not alter the responsibility of the contractor to complete all work in accordance with the contract documents.

Harvard Jolly, Inc.		08/14/2023
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 60 (sixty) days from the above date of Substantial Completion.

Willis A. Smith Construction, Inc.		8/10/23
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 PM on Monday, August 7, 2023

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Until completion of attached punchlist)

Registration, 2023 16:51 EDT)

11/02/2023

William Horton

11/03/2023

Sugg Middle School Replacement Project

PROJECT DIRECTOR:	Reginald L. Goff, Sr.	
ARCHITECT/ENGINEER:	Harvard Jolly Architects	Selected because AE designed prototype.
CONSTRUCTION MANAGER:	Willis A. Smith Construction	Selected through the Request for Qualifications process.
BUILDING OFFICIAL:	GFA International, Inc.	Selected through the Request for Qualifications process.
PROJECT BUDGET:	$57,100,000.00	Total Project Budget (3/24/2020)
	$45,000,000.00	Place Holder

HISTORY: Staff has been directed to take the Dr. Mona Jain MS prototye with 1165 student stations and construct on the existing 19.98 +/- acre site located at the intersection of 59th Street West and 38th Avenue West in West Bradenton, Florida.

SCOPE:

The scope of the work consists of the construction of the new Dr. Mona Jain MS two story protype brick veneer facility containing 1165 student stations and all improvments required for a functioning learning environment for grades sixth through eighth onto the existing 19.98+/- acre site and upon completion demolish the existing building now located at the intersection of 59th Street West and 38th Avenue West, Bradenton, Florida. The building will feature 21st century classroom technology, security systems limited public acccess, highly visibility monitoring for administration. Additional work includes: Construction cost increase, Castaldi, Asbestos testing and abatement, Demo of existing campus & site restoration, Working on active campus, Relocationg portables and programs, Traffic and offsite improvements and Food service equipment.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	September 4, 2019		FS 1013.45.4 Prototype
Agreement:	1,981,400.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	July 28, 2020	Approved	Schematic Design
Letter of Commitment:	$0	July 28, 2020	Approved	Schematic Design
Phase II Plans:	$0	October 13, 2020	Approved	Design Development
Letter of Commitment:	$0	October 13, 2020	Approved	Design Development
Phase III Plans:	$0	March 9, 2021	Approved	Construction Documents
TOTAL	$1,981,400.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 12, 2019	Approved	
Agreement:	177,100.00	March 24, 2020	Approved	Pre-Construction Services
Amend 1:	973,357.00	June 9, 2020	Approved	Partial Guaranteed Maximum Price
Letter of Commitment:	$0	July 28, 2020	Approved	Schematic Design
Partial Sub Completion:	$0	August 25, 2020	Approved	Relocation of 15 Portables - 7/29/20
Letter of Commitment:	$0	October 13, 2020	Approved	Design Development
Amend 2:	47,672,228.00	March 9, 2021	Approved	Guaranteed Maximum Price
Change Order 1:	(8,255,147.44)	August 24, 2021	Approved	Deduct Direct Material Purchases
Change Order 2:	$0	August 24, 2021	Approved	Sales Tax Savings redistributed back in Unforeseen Conditions Fund $497,108.85.
Change Order 3:	(1,651,382.35)	February 8, 2022	Approved	Deduct Direct Material Purchases
Change Order 4:	(99,932.93)	February 8, 2022	Approved	Sales Tax Savings
Change Orders 5:	(139,858.19)	October 11, 2022	Approved	Reconcile Direct Material Purchases
Change Orders 6:	(8,591.49)	October 11, 2022	Approved	Reconcile Sales Tax Savings
Sub Completion:	$0	January 10, 2023	Approved	Substantial Completion - New Replacement School
Sub Completion:	$0	December 12, 2023	Pending	Substantial Completion - Final
TOTAL	38,667,772.60			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	374,440.00	July 28, 2020	Approved	Plans Review & Permitting Services
TOTAL	$374,440.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Presentation		October 13, 2020	n/a	Design Development Documents
Workshop		July 9, 2020	n/a	Schematic Design Energy Model Update
Easement		August 25, 2020	Approved	Permanent Utilitiy Easement (FPL)
Demolition		February 23, 2021	Approved	Ed Plant Survey 5.4

AGENDA ITEM NO. 11.17

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Bureau Veritas North America, Inc., which will provide plan review, permitting, and construction inspection services for the East County K-8 project.

East County K-8 Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of East County K-8 - Agreement between Owner and Bureau Veritas North America, Inc. in the amount of $323,500.00. (Capital Funds)

Financial Impact
The total fee for plan review, permitting, and inspection services is $323,500.00 and is included in the total project budget of $96,949,440.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
East County K8 School Summary Sheet
East County K8 BO Contract Revised 112723 BOARD DATE 121223

EAST COUNTY K-8

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	HKS Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Company	Selected through the Professional Services Selection proces
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's continuing contracts list.

PROJECT BUDGET: $ 96,949,440.00 Original Project Budget

HISTORY: A new elementary/middle school is needed to service students in east county, as there is significate growth in the area. This new school will alleviate capacity issues at Gullett Elementary and Mona Jain Middle Schools.

SCOPE: Construct a new K8 school containing 1,692 student stations on a 40 acres site located in East Manatee County

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No. Funding source does not require a spot survey

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 23, 2023	Approved	Selection Process
Agreement:	4,598,600.00	July 25, 2023	Approved	Architectural/Engineering Services
A/E 1st Letter:	$0	Date		
Phase I Plans:	$0	Date		
Ed Specs:	$0	Date		
A/E 2nd Letter:	$0	Date		
Phase III Plans:	$0	Date		
Phase II Plans:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$4,598,600.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 23, 2023	Approved	Section Process
Agreement:	288,540.00	July 25, 2023	Approved	Pre-Construction
CM 1st Letter:	$0	Date		
CM 2nd Letter:	$0	Date		
Amend #1:	$0	Date		
CO 1:	$0	Date		DMP Materials
CO 2:	$0	Date		DMP Sales Tax Savings
CO 3:	$0	Date		DMP Materials
CO 4:	$0	Date		DMP Sales Tax Savings
CO 5:	$0	Date		DMP Materials
CO 6:	$0	Date		DMP Sales Tax Savings
Substantial Comp:	$0	Date		*Description & Actual Date*
TOTAL	$288,540.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	323,500.00	December 12, 2023	Pending	Plans Review, Permitting & Inspection Svcs
TOTAL	**$323,500.00**			

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			

Contract Description	East County K-8 - Building Official Agreement					
Contract Originator	Laura Bartels/Regi Goff					
Date Initiated:	11/27/23					
Contract Start:	12/13/23		Contract End:	N/A		
Board Meeting:	12/12/23		Not to Exceed:	$323,500.00		
Vendor Name	Bureau Veritas North America, Inc.					
Vendor Email	cynthia.jones@bureauveritas.com					
Vendor coming on Campus? IF YES, WILL NEED THE JLA INFORMATION FORM	Yes					
Chart String:	GL Unit	SDMC3	Fund	39197	Function	74010
	Object	463001	Cost Center	9515	Program	30001

Approver/Signer	Comments	Digital Signature
Principal or Dept Head	William Horton	William Horton
Legal	Steven Dye	Sign on Contract
Director, Purchasing	Ruth Gruett	Ruth Gruett (Nov 29, 2023 12:33 EST)
Finance Director	Catherine Miley Haden	Cathy Miley
Budget Director	Gina Maliniak	Gina Maliniak
Dpty Superintendent of Business	Rachel Sellers	Rachel Sellers (Nov 30, 2023 12:09 EST)
COO		
Deputy Superintendent	Joseph Ranaldi	Sign on Contract
Superintendent	Dr. Jason C. Wysong	Sign on Contract
Board	Chad Choate	Sign on Contract

PLEASE FILL APPLICABLE HIGHLIGHTED SPACES, AND FORWARD TO CONTRACTS@MANATEESCHOOLS.NET FOR ROUTING.

12/2/2020

ADDITIONAL COMMENTS:

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT BETWEEN OWNER & PLANS REVIEW, PERMITTING AND INSPECTION FIRM

MCSB CONTRACT NO:	CON*395
PROJECT NAME AND LOCATION:	East County K-8 Prototype Manatee County, Florida
PROJECT DESCRIPTION:	Describe the project scope of work consists of a new K-8 School Prototype for 1692 student stations on a 30 acre site on Uihlein and Academic Road. Exhibits A through C further defining the scope of work, is attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is $96,949,440.00 and is comprised of the following:

1.	Design Services -	$ 4,598,600.00
2.	Construction Services -	$82,440,000.00
3.	Owner Services -	$ 5,676,500.00
4.	Plans Review, Permitting and Inspection Services	$ 323,500.00
5.	FF&E and Technology	$ 3,910,840.00
	Total Project Budget	$96,949,440.00

START DATE:	DATE: July 2023
SUBSTANTIAL COMPLETION:	DATE: June 2025
FINAL COMPLETION:	DATE: July 2025
ARCHITECT/ENGINEER:	HKS Architects, Inc. 225 E. Robinson St. #405 Orlando, FL 32801 Office: (689) 205-8843 Fax: Email: jroddenberry@hksinc.com
CONSTRUCTION MANAGER:	NDC Construction Company 1001 Third Ave. W. Suite 600 Bradenton, FL 34205 Office: (941) 747-1062 Fax: (941) 741-8027 Email: brando@ndcconstruction.com
PLANS REVIEW, PERMITTING AND INSPECTION:	Bureau Veritas North America, Inc. 1422 S. Narcoossee Road St. Cloud, FL 34771 Phone: (407) 973-0511 Email: Cynthia.Jones@bureauveritas.com

AGREEMENT BETWEEN OWNER AND PLANS REVIEW, PERMITTING AND INSPECTION FIRM

THIS AGREEMENT,

Made this _____ day of _____ in the year 2023 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, hereinafter referred to as the Owner, and Bureau Veritas North America, Inc., 1422 S. Narcoossee Road, St. Cloud, FL 34771, hereinafter referred to as the PLANS REVIEW, PERMITTING AND INSPECTION FIRM.

FEDERAL TAX I.D. NUMBER: 06-1689244

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

1.1 The Plans Review, Permitting and Inspection Firm accepts a relationship of trust and confidence established between the Owner and himself by This Agreement. He agrees to furnish his professional skill and judgment and to work with the Owner and the Construction Manager to further the interests of the Owner. He agrees to provide professional services and use his best efforts to complete the projects in the most expeditious and economical manner consistent with the Owner's interest.

1.2 This Agreement for Professional Services for SBMC PROJECTS NUMBER 3951531131 East County K-8 Prototype School, MANATEE COUNTY, FLORIDA, represent the entire agreement between the Owner and the Plans Review, Permitting and Inspection Firm. This agreement shall not be superseded by any provisions or other documents for construction and may be amended only by written instrument signed by the Owner.

1.3 Definitions:

1.4 Project – The total work to be performed under This Agreement. The project consists of plan review, permitting and inspection.

1.4.1 Owner – The School Board of Manatee County, Florida as represented by the Department of Construction Services and its Project Directors.

1.4.2 Project Director – Person designated by the Director of Construction Services to provide direct interface with the Plans Review, Permitting and Inspection Firm in respect to the Owner's interest and responsibilities.

1.4.3 Construction Manager, or CM – NDC Construction Company, 1001 Third Ave. W. Suite 600, Bradenton, FL. 34205

1.4.4 Architect/Engineer, or A/E – HKS Architects, Inc., 225 E. Robinson St. #405, Orlando, FL. 32801

1.4.5 Plans Review, Permitting and Inspection – Bureau Veritas North America, Inc., 1422 S. Narcoossee Road, St. Cloud, FL. 34771

1.4.6 Owner's Construction Services Budget – Owner's funds budgeted and requested for the construction of the project. The Owner's Construction Services Budget is $82,440,000.00, including all CM's management fees, cost of the work and the CM's and Owner's interface contingencies.

1.4.7 The total cost of the projects including design services, construction services, Owner services, Plans Review, Permitting and Inspection Firm and all fees and other costs necessary to design, develop and construct each project is $96,949,440.00.

1.4.8 Plans Review, Permitting and Inspection Firm Personnel – Key personnel shall be shown in Exhibit C and shall not be revised without the written approval of the Owner.

1.4.9 Substantial Completion – The term "substantial completion" shall mean that the project under this contract 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 and a certificate of occupancy has been issued by the permitting authority and a substantial completion certificate has been fully executed. (Note: The issuance of a certificate of occupancy, in itself, does not constitute "substantial completion").

1.4.10 Final Completion – The term "Final Completion" shall mean all of the following events have occurred:

(1) Pursuant to the terms of the contract, an architect or engineer certifies that the project is substantially complete and, within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

(2) The issuance of a certificate of occupancy for the project, and within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

(3) The owner takes possession of the Project and, within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

ARTICLE 2

COMPENSATION

2.1 The Owner agrees to pay the Plans Review, Permitting and Inspection Firm as compensation for his services as described in Attachment B, lump sum amount of $323,500.00 to be paid per Article 8.1.

Total Plans Review, Permitting and Inspection Firm Fee $323,500.00

2.2 Any additional services to address issues beyond the Scope of Work defined in Exhibit B are to be paid as mutually agreed between the Plans Review, Permitting and Inspection Firm and the Owner by lump sum or a multiple of payroll costs.

2.3 Additional services to be paid as a multiple of actual payroll costs for any additional services defined in Exhibit B shall be the actual cost of salary or wages paid directly to personnel engaged on the projects. 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 Plans Review, Permitting and Inspection Firm as follows:

2.3.1 Refer to Exhibit "C" for hourly rates and classifications.

2.4 Any reimbursable expenses are defined in Article 7.

ARTICLE 3

PLANS REVIEW, PERMITTING AND INSPECTION FIRM BASIC SERVICES

3.1 The Plans Review, Permitting and Inspection Firm agrees to provide basic services while operating within a Construction Management at Risk delivery process.

3.1.1 Refer to Exhibit "B" for Plans Review, Permitting and Inspection Firm's Basic Services.

ARTICLE 4

ADDITIONAL SERVICES OF THE PLANS REVIEW, PERMITTING AND INSPECTION FIRM

4.1 The following additional services cause the Plans Review, Permitting and Inspection Firm extra expense and are not included in the scope of work listed on Exhibit B. If the Owner authorized any of these services in writing, they shall be paid by the Owner as a lump sum or as a multiple of direct personnel cost as determined by the Project Director.

4.1.1 Services due to Owner approved changes in general project scope or requirements after approval.

4.1.2 Revising previously approved drawings or specifications to accomplish Owner approved changes.

4.1.3 Providing additional contract permit and inspection services should the construction contract time be exceeded by 25%.

4.1.4 The Services of special consultants, other than normal structural, mechanical, civil, plumbing, landscape and electrical engineering.

4.1.5 Additional services for the project not identified in this Agreement.

ARTICLE 5

THE OWNER'S RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services, will provide full information for the requirements of the project.

5.2 A Project Director will be assigned and authorized to act in the Owner's behalf in all legally permissible issues. The Project Director will examine documents submitted by the A/E and render timely decisions to avoid unreasonable delay. He will observe the procedure of issuing orders to the CM through the A/E.

5.3 The Owner will retain a CM to manage the Project. The CM's duties are defined in the Agreement between the Owner and CM and a copy of this agreement will be furnished to the Plans Review, Permitting and Inspection Firm and will not be modified without written notification to the Plans Review, Permitting and Inspection Firm.

5.4 The Owner will furnish, or direct the A/E to obtain at the Owner's expense, a certified survey of the site including grades and 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. A/E service in obtaining this data by others is included in basic services.

5.5 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.6 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.7 The owner shall provide four (4) sets of signed and sealed final drawings and specifications to the Plans Review, Permitting and Inspection Firm for his use and distribution.

5.8 Project Director shall issue copies of all test reports, including test and balance, to the Plans Review, Permitting and Inspection Firm.

5.9 The Project Director shall issue copies of any project revision to Plans Review, Permitting and Inspection Firm.

ARTICLE 6

CONSTRUCTION COST

6.1 Definitions:

6.1.1 The construction cost shall be the total estimated cost to the Owner of all elements of the project designed and specified by the A/E. The cost shall not exceed the Owner's construction services budget in Article 1.

6.1.2 Construction cost shall include labor and materials furnished by the Owner, any equipment designed, specified, selected or specially provided by the A/E. The cost includes the CM's overhead and profit, reimbursables and cost of work provided by the CM.

6.1.3 Construction service cost does not include the A/E compensation, A/E's consultants, land cost, right of way or other Owner service costs or Plans Review, Permitting and Inspection Firm

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 Florida Statute 112.061, made by the Plans Review, Permitting and Inspection Firm in the interest of the project. All reimbursable expenses require prior written authorization from the Project Director. The following are considered legitimate reimbursable expenses:

7.1.1 Expense of transportation and living expenses of employees when traveling in connection with services other than those defined in Article 3 based on state reimbursement amounts.

7.1.2 The actual expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that provided herein.

ARTICLE 8

PAYMENTS TO THE PLANS REVIEW, PERMITTING AND INSPECTIONS FIRM

8.1 Payments against the lump sum portions of the basic services fee shall be made monthly in proportion to the percentage completed during the previous month.

8.1.1 Payments for additional services of the Plans Review, Permitting and Inspection Firm as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization

8.1.2 Payments for additional services of the Plans Review, Permitting and Inspections Firm as defined in Article 8, shall be made monthly upon presentation of a detailed invoice satisfactory to the Project Director.

8.2 Payments Withheld:

8.2.1 No deductions shall be made from the Plans Review, Permitting and Inspection Firm's compensation on account of penalty, liquidated damages or other sums withheld from payments to the CM.

8.2.2 Project Suspension or Abandonment:

8.2.3 If the Project is suspended or abandoned in whole or part for more than three (3) months, the Plans Review, Permitting and Inspections Firms shall be paid for all services performed prior to receipt of written notice from the Owner of such abandonment, including reimbursable expenses due.

ARTICLE 9

PLANS REVIEW, PERMITTING AND INSPECTION FIRM ACCOUNTING RECORDS

9.1 The records of the Plans Review, Permitting and Inspection Firm's direct personnel, consultants and reimbursable expenses pertaining to this Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative upon reasonable request.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 Termination for Cause or Mutual Agreement:

10.1.1 This Agreement may be terminated by either party after seven (7) days' notice by mutual agreement, or, with specific reference to the requirements of Article 3, should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other.

10.2 Termination for Convenience

10.2.1 The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Upon termination, the Plans Review, Permitting and Inspection Firm shall be entitled to payment and profit for work completed to the time of termination only. The Owner, based upon the approved Schedule shall determine the percentage of completion.

10.2.2 With or without cause, the Owner may terminate this Agreement at any time. The Plans Review, Permitting and Inspection Firm shall be entitled to payments due at the time of termination.

10.2.3 Upon termination Owner shall be provided copies of all work product and other data related to the Project in Firm's possession and control at no expense to Owner.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Plans Review, Permitting and Inspection Firm each binds himself, his 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 This Agreement. Neither the Plans Review, Permitting and Inspection Firm shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 12

CLAIMS AND DISPUTES

12.1 The provisions of Chapter 60-4, Florida Administrative Code are referred to and adopted by reference as though set forth herein.

12.1.1 Under the terms of this Agreement the Plans Review, Permitting and Inspection Firm shall not have any right to compensation other than, or in addition to, that provided by this Agreement to satisfy any claim of any kind whatsoever, unless the claim therefore, is delivered to the Owner within ninety (90) days from the date the Plans Review, Permitting and Inspection Firm becomes aware of a claim or possible claim. Failure to present any claim arising under this contract within the ninety (90) day time period specified above shall constitute waiver and abandonment of claimant's right to seek administrative consideration of said claim.

12.2 All such claims shall be set forth in a petition addressed to the Owner stating:

12.2.1 The Plans Review, Permitting and Inspection Firm's name and business address;

12.2.2 A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;

12.2.3 A concise statement of the provisions of the contract, together with any federal, state and local laws, ordinances or code requirements or customary practices and usage's in the trade or profession asserted to be applicable to the questions presented by the claim; and

12.2.4 A demand for that specific relief to which the Plans Review, Permitting and Inspection Firm deems himself entitled.

12.2.5 Within thirty (30) days from the receipt of any petition setting forth the claim, the Owner shall provide the Plans Review, Permitting and Inspection Firm with a written response stating Owner's position with respect to each claim asserted. Thereafter, upon not less than fifteen (15) days notice to the claimant, the Department shall convene a proceeding pursuant to the rules of procedure of the Department and shall thereafter enter a final order upon the petition.

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

13.1 "The Plans Review, Permitting and Inspection Firm, warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Plans Review, Permitting and Inspection Firm to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Plans Review, Permitting and Inspection Firm 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 his discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration".

ARTICLE 14

SPECIAL PROVISIONS

14.1 Monthly Reports:

14.1.1 The Plans Review, Permitting and Inspection Firm shall furnish the Owner with a complete and descriptive status report at the end of each month following the receipt of the signed contract document. The Plans Review, Permitting and Inspection Firm shall submit this report on or before the first of each month.

14.2 Request for Payment – Request for payment must be presented on the Construction Services Form in the office of the Project Director no later than the 25th of each month. The Plans Review, Permitting and Inspection Firm and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of each month. Payment shall occur on the 10th of each month or the Monday following the 10th if it falls on a weekend.

14.3 Public Entity Crime Information Statement – "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 construction manager, 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14.4 The content of the audio/visual oral presentation made to the Professional Selection Committee shall be a part of this agreement.

14.5 Employment Eligibility Verification ("E-VERIFY")

14.5.1 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 1113851.

14.6 Truth-In-Negotiation

By signing this Agreement, the Building Official certifies that wage rates and other factual unit costs supporting the compensation to be paid under this contract are accurate, complete and current as of the date of this contract. 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 year following the end of the contract.

14.7 Litigation

In the event a party to this agreement must resort to litigation to enforce its rights as set forth herein, the prevailing party in such litigation is entitled to receive its costs and fees, including a reasonable attorney's fee, from the non-prevailing party. The parties agree that the most convenient forum for any such litigation is the Twelfth Judicial Circuit Court in and for Manatee County.

14.8 Compliance With Jessica Lundsford Act

The School District of Manatee County and State of Florida, requires all construction managers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689

14.9 Indemnification

To the extent permitted by law, the contracting party with The Manatee County School Board agrees to indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, 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.

14.10 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.

14.11 Custodian of Public Record

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.

ARTICLE 15

INSURANCE

15.1 The Plans Review, Permitting and Inspection Firm will provide the Owner, within ten (10) days after the date of this Agreement, the following described insurance coverage, per Florida Statute 553.791, Section 16:

15.1.1 Commercial General Liability shall have minimum policy limits of $1,000,000 per occurrence and $2,000,000 in the aggregate for any project with a construction cost of $5,000,000 or less. For any project with a construction cost of over $5,000,000, Commercial General Liability shall have minimum policy limits of $2,000,000 per occurrence and $4,000,000 in the aggregate. All Commercial General Liability Policies shall name the Manatee County School Board as additional insured and should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project. This coverage shall be maintained for a minimum of 5 years subsequent to performance of building code inspection services.

15.1.2 Automobile Liability shall have a $1,000,000 limit and shall name the Manatee County School Board as additional insured. Policy should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project.

15.1.3 Workers Compensation Coverage should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project.

PLANS REVIEW, PERMITTING and INSPECTION FIRM:

By: Janet Gutierrez
(Office Manager Signature)

Brenda L Schold

As Witnessed:

Brenda L Schold

By: Carl L Jones
(Business Unit Manager Signature)

Carl L. Jones
(Type Business Unit Manager Name)

Bureau Veritas North America, Inc.
(Type Name of Corporation)

(Corporate Seal)



OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: Reginald Gosha (Nov 29, 2023 10:31 EST), Project Director

William Horton, Director

Joseph A. Ranaldi (Nov 30, 2023 17:29 EST), Deputy Superintendent

Approved As To Form and Legality: Stephen R. Dye, Esq. (Nov 29, 2023 11:55 EST), General Counsel

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Regi Goff
SBMC Project Representative	N/A
SBMC Project Assistant	Laura Bartels
Architect	HKS Architects, Inc.
Civil Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	NDC Construction Company
SBMC Instructional Member	N/A
SAC Member	N/A
Plans Review, Permitting and Inspection Firm	Bureau Veritas North America, Inc.

EXHIBIT B

A. Scope of Work

1. Provide preliminary review and comments on design development documents.
2. Attend team meetings during the Design Phase and attend the Pre-Construction meeting at the beginning of the Construction Phase.
3. Provide plan review on signed and sealed project plans and specifications.
4. Furnish the necessary building permit(s) for the Project.
5. Provide continuous monitoring and inspections for the construction of all parts of the Project including site work, structural (including all inspections required by the threshold building inspection plan, if a threshold building), architectural, mechanical, electrical and plumbing.
6. Provide the Certificate(s) of Occupancy for the Project.
7. Provide a list of deficiencies found after inspections.
8. Document each site visit with written reports for work in progress. A log of the inspection reports shall be maintained at the jobsite.
9. Upon completion of the Project provide the Owner with a final copy of the inspection and materials testing reports and photographs along with a certification of compliance to the Owner upon final completion.
10. All work to be completed in accordance with any applicable city, county or state codes, ordinances or amendments that may be in existence.
11. Special Provisions:

B. The scope of work consists of New K-8 School Prototype for 1692 student stations on a 30 acre site Uihlein and Academic Road.

EXHIBIT C

Key Personnel to be used by the Plan Review, Permitting and Inspection Firm.

Name:	Position:	Phone BV:	Insp:	Insp Lic #	P. Exam:	Exam Lic #	Other Lic	Other Lic
Carl Jones, CBO	Business Unit Manager	407-761-4975	BMEP-R-C-F	BN216	BMEP-R-F	PX1349	BU826	Fire Inspector 2
Janet Gerberich	Office Manager	407-693-1609						
Kim Bonczyk	Permit Tech	407-861-2882						
Brenda Scheld	Permit Tech	689-254-9267						
Bill Lepage		508-409-1292	B-R	BN8484				
Clarimundo Dasilva		407-449-8625	MEP	BN7618	E	PX4474		
Dale Marquardt		865-948-5916	B-R	BN7778	B-R	PX4908	RPX347	
Jimmy Appoloney		863-670-9239	BMEP-R-C	BN5168	BM P-R	PX3311	BU1890	
Joe Duprlest		689-265-1205	BMEP-R	BN4146	BEMP-R	PX2167		
John Boden		689-241-5655	BMEP-R-C-F	BN7233	BMEP-R-F	PX8983	BU2030	Fire Inspector 2
Joshua Munson		407-818-2329	E	BN7939	BE	PX4823		
Lorenzo Boden		407-693-2011	B-R	BN8644	B	PX4882		
Mike Moore		941-704-6453	BMEP-R	BN678	P	PX1657		
Millard Moorehead		863-807-8965	B-R	BN5513				
Murat Kizikli, P.E.		954-593-4893	BMEP-R	BN4254	BMEP-R		PE70087	
Richard Moore		941-212-7527	B-R	BN7132				
Rob Stewart		407-460-2105	B-R	BN7074				
Steve Bonczyk	Office Runner	407-987-7109						
Zachary Fitts		689-284-2986	B	BN8854			BT 1100028646	

B=Building, M=Mechanical, E=Electrical, P=Plumbing, R=Residential, C=Coastal Construction, F=Fire
Highlight indicates inspectors

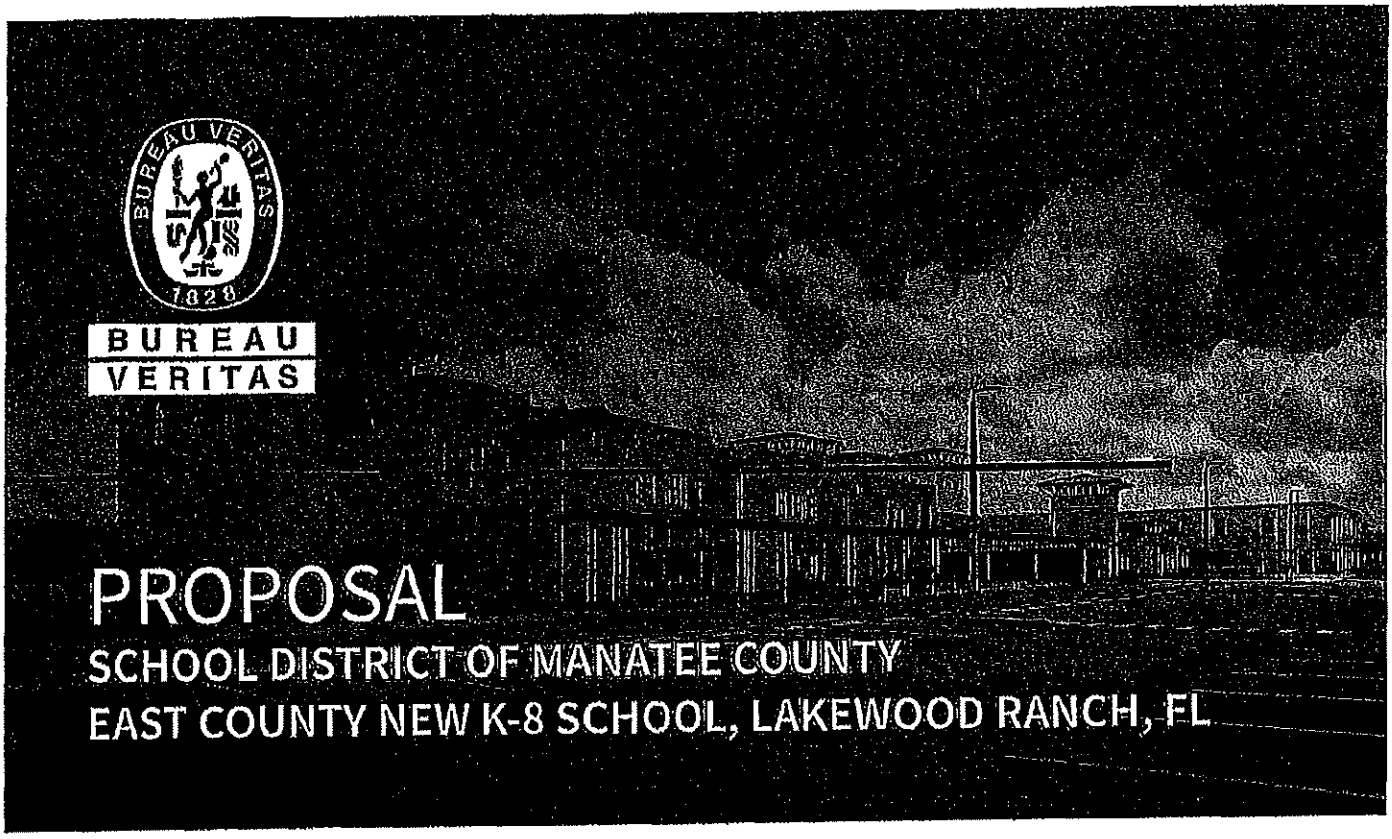
Hourly Rates For Additional Services

Position	Hourly Rate
Building Code Administrator	$250
Plans Examiner	$150
Inspector	$120
Permit Tech	$100
Clerical Support	$100

Re-Inspections:
Inspections include 1 re-inspection, additional re-inspections are billed at a rate of $100 each.

Plan Revisions:
Plan Review fee includes one revision due to comments. Additional revisions or revisions due to design changes will be billed at 25% of the Plan Review fee.

Nights/Weekends/Holiday Inspections:
Billed at $250 each.



BUREAU VERITAS

PROPOSAL

SCHOOL DISTRICT OF MANATEE COUNTY
EAST COUNTY NEW K-8 SCHOOL, LAKEWOOD RANCH, FL

CONTACT REGARDING THIS PROPOSAL
Cynthia Jones
Business Development Manager
Bureau Veritas
1422 S. Narcoossee Road
St. Cloud, FL 34771
P: 407.973.0511
Cynthia.Jones@bureauveritas.com

BUREAU VERITAS PROPOSAL

October 19, 2023

SCHOOL DISTRICT OF MANATEE COUNTY
Attn: Reginald Goff
Project Director, Construction Services Department
1 Matzke Way, Bldg. 7
Bradenton, FL 34208
941.201.2025

Dear Reginald Goff,

Thank you for the opportunity to submit a proposal for the projects at East County K-8 Prototype School located in Lakewood Ranch, FL.

Re: Plan Review, Permitting, and Building Inspections for new construction of East County K-8 Prototype School located at 17210 Academy Ave., Lakewood Ranch, FL.

Project Description

Scope of Work includes the construction of a new 235,498 sq. ft., Building 1 (one-story administrative offices and media , type IIB – 24,189 sq. ft.); Building 2 (two-story Elementary Class Rooms, type IIA – first floor, 46,966 sq. ft; second floor, 34,078 sq. ft.; 83,044 total sq. ft.); Building 3 (Middle School Classrooms, type IIB – 57,340 sq. ft); Building 4 (Gymnasium, type IIB – 24,025 sq. ft.); Building 5 (Dining/Stage/Kitchen/Art/Music, type IIB – 43,173 sq. ft.); Building 6 (CEP, type IIB – 2,231 sq. ft.); Building 7 (Greenhouse, type IIB – 691 sq. ft.); Building 8 (AG Barn, type IIB – 410 sq. ft.); and Building 9 (Covered Play Area, type IIB – 395 sq. ft.)

Plan Review	$72,500.00
Permitting	$13,500.00
Inspections	$165,300.00
Total	**$251,300.00**

BUREAU VERITAS 1422 S. Narcoossee Road, St. Cloud, FL 34771
p 407.556.0827 | f 407.517.4467 | www.bvna.com

BUREAU VERITAS PROPOSAL

Re: Threshold Inspections for new construction of East County K-8 Prototype School located at 17210 Academy Ave., Lakewood Ranch, FL.

Project Description

Scope of Work: Includes the construction of a new 67,198 sq. ft. consisting of a one-story gymnasium building (24,025 sq. ft.); and, a cafeteria and music building (43,173 sq. ft).

Threshold Inspections	$32,600.00
Total	**$32,600.00**

Re: Fire Stop Inspections for the East County K-8 Protype School located at 17210 Academy Ave., Lakewood Ranch, FL.

Project Description

Scope of Work: Includes the construction of a new 235,498 sq. ft., Building 1 (one-story administrative offices and media, type IIB – 24,189 sq. ft.); Building 2 (two-story Elementary Class Rooms, type IIA – first floor, 46,966 sq. ft; second floor, 34,078 sq. ft.; 83,044 total sq. ft.); Building 3 (Middle School Classrooms, type IIB – 57,340 sq. ft); Building 4 (Gymnasium, type IIB – 24,025 sq. ft.); Building 5 (Dining/Stage/Kitchen/Art/Music, type IIB – 43,173 sq. ft.); Building 6 (CEP, type IIB – 2,231 sq. ft.); Building 7 (Greenhouse, type IIB – 691 sq. ft.); and Building 8 (AG Barn, type IIB – 410 sq. ft.).

Firestop Inspections	$39,600.00
Total	**$39,600.00**

TOTAL FOR ALL SERVICES	**$323,500.00**

BUREAU VERITAS 1422 S. Narcoossee Road, St. Cloud, FL 34771
p 407.556.0027 | f 407.517.4467 | www.bvna.com

AGENDA ITEM NO. 11.18

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Bureau Veritas North America, Inc., which will provide plans review, permitting, and construction inspection services for the North County Middle School project.

North County Middle School Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of North County Middle School - Agreement between Owner and Bureau Veritas North America, Inc. in the amount of $318,500.00. (Capital Funds)

Financial Impact
The total fee for plan review, permitting, and inspection services is $318,500.00 and is included in the total project budget of $75,000,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
North County Middle School Summary Sheet
North County MS BO Contract Revised 112723 BOARD DATE 121223

North County Middle School

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's continuing contracts list.
CONSTRUCTION MANAGER:	Willis A. Smith Construction	Selected through the Request for Qualifications
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's continuing contracts list.

PROJECT BUDGET: $ 75,000,000.00 (June 2, 2023, Board Workshop) Original Project Budget

HISTORY: A new middle school is needed to serve students in north/east county, as there is significate growth in the area. The new school will be constructed on a greenfield in North Manatee county on a 30 acre site located within the North River Ranch planned development located west of Fort Hamer Road and north of proposed Road FF.

SCOPE: Construction of a two (2) story brick veneer containing 1,268 student stations and all improvements required for a dynamic, state-of-art learning environment for grades six through eight.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No. Funding source does not require a spot survey

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	FS 1013.45.4 Prototype
Agreement:	$ 3,127,162.00	July 25, 2023	Approved	Architectural/Engineering Services
A/E 1st Letter:	$0	Date		
Phase I Plans:	$0	Date		
Ed Specs:	$0	Date		
A/E 2nd Letter:	$0	Date		
Phase III Plans:	$0	Date		
Phase II Plans:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$ 3,127,162.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	July 25,2023	Approved	Selection Process
Agreement:	$ 227,500.00	July 25,2023	Approved	Pre-Construction Services
CM 1st Letter:	$0	Date		
CM 2nd Letter:	$0	Date		
Amend #1:	$0	Date		
CO 1:	$0	Date		DMP Materials
CO 2:	$0	Date		DMP Sales Tax Savings
CO 3:	$0	Date		DMP Materials
CO 4:	$0	Date		DMP Sales Tax Savings
CO 5:	$0	Date		DMP Materials
CO 6:	$0	Date		DMP Sales Tax Savings
Substantial Comp:	$0	Date		*Description & Actual Date*
TOTAL	$ 227,500.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	318,500.00	December 12, 2023	Pending	Plans Review, Permitting & Inspection Svcs
TOTAL	**$318,500.00**			

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			

Contract Description	North County Middle School - Building Official Agreement				
Contract Originator	Laura Bartels/Regi Goff				
Date Initiated:	11/27/23				
Contract Start:	12/13/23	Contract End:	N/A		
Board Meeting:	12/12/23	Not to Exceed:	$318,500.00		
Vendor Name	Bureau Veritas North America, Inc.				
Vendor Email	cynthia.jones@bureauveritas.com				
Vendor coming on Campus? IF YES, WILL NEED THE JLA INFORMATION FORM	Yes				
Chart String: GL Unit	SDMC3	Fund	39197	Function	74010
Chart String: Object	463001	Cost Center	9515	Program	30001

Approver/Signer	Comments	Digital Signature
Principal or Dept Head	William Horton	William Horton
Legal	Steven Dye	Sign on Contract
Director, Purchasing	Ruth Gruett	Ruth Gruett (Nov 29, 2023 12:43 EST)
Finance Director	Catherine Miley Haden	Cathy Miley
Budget Director	Gina Maliniak	Gina Maliniak
Opty Superintendent of Business	Rachel Sellers	Rachel Sellers (Nov 30, 2023 12:08 EST)
COO		
Deputy Superintendent	Joseph Ranaldi	Sign on Contract
Superintendent	Dr. Jason C. Wysong	Sign on Contract
Board	Chad Choate	Sign on Contract

PLEASE FILL APPLICABLE HIGHLIGHTED SPACES, AND FORWARD TO CONTRACTS@MANATEESCHOOLS.NET FOR ROUTING.

12/2/2020

ADDITIONAL COMMENTS:

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT BETWEEN OWNER & PLANS REVIEW, PERMITTING AND INSPECTION FIRM

MCSB CONTRACT NO: CON*392

PROJECT NAME AND LOCATION: North County Middle School
Manatee County, Florida

PROJECT DESCRIPTION: Describe the project scope of work consists of the construction of a two-story brick veneer prototype containing 1,268 student station and all improvements required for a dynamic, state of the art learning environment for grades six through eight. Exhibits A through C further defining the scope of work, is attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is $75,000,000.00 and is comprised of the following:

1.	Design Services -	$ 3,127,162.00
2.	Construction Services -	$65,000,000.00
3.	Owner Services -	$ 4,245,058.00
4.	Plans Review, Permitting and Inspection Services	$ 318,500.00
5.	FF&E and Technology	$ 2,309,280.00
	Total Project Budget	$75,000,000.00

START DATE: DATE: July 2023

SUBSTANTIAL COMPLETION: DATE: June 2025

FINAL COMPLETION: DATE: June 2025

ARCHITECT/ENGINEER: Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
Office: (941) 954-7632
Fax: (727) 894-0502
Email: S.Johnson@harvardjolly.com

CONSTRUCTION MANAGER: Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd.
Sarasota, FL 34240
Office: (941) 366-3116
Fax: (941) 954-5509
Email: NCarr@willissmith.com

PLANS REVIEW, PERMITTING AND INSPECTION: Bureau Veritas North America, Inc.
1422 S. Narcoossee Road
St. Cloud, FL 34771
Phone: (407) 973-0511
Email: Cynthia.Jones@bureauveritas.com

AGREEMENT BETWEEN OWNER AND PLANS REVIEW, PERMITTING AND INSPECTION FIRM

THIS AGREEMENT,

Made this _____ day of _____ in the year 2023 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, hereinafter referred to as the Owner, and Bureau Veritas North America, Inc., 1422 S. Narcoossee Road, St. Cloud, FL 34771, hereinafter referred to as the PLANS REVIEW, PERMITTING AND INSPECTION FIRM.

FEDERAL TAX I.D. NUMBER: 06-1689244

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

1.1 The Plans Review, Permitting and Inspection Firm accepts a relationship of trust and confidence established between the Owner and himself by This Agreement. He agrees to furnish his professional skill and judgment and to work with the Owner and the Construction Manager to further the interests of the Owner. He agrees to provide professional services and use his best efforts to complete the projects in the most expeditious and economical manner consistent with the Owner's interest.

1.2 This Agreement for Professional Services for SBMC PROJECTS NUMBER 3951539750, North County Middle School, MANATEE COUNTY, FLORIDA, represent the entire agreement between the Owner and the Plans Review, Permitting and Inspection Firm. This agreement shall not be superseded by any provisions or other documents for construction and may be amended only by written instrument signed by the Owner.

1.3 Definitions:

1.4 Project – The total work to be performed under This Agreement. The project consists of plan review, permitting and inspection.

1.4.1 Owner – The School Board of Manatee County, Florida as represented by the Department of Construction Services and its Project Directors.

1.4.2 Project Director – Person designated by the Director of Construction Services to provide direct interface with the Plans Review, Permitting and Inspection Firm in respect to the Owner's interest and responsibilities.

1.4.3 Construction Manager, or CM – Willis A. Smith Construction, Inc., 5001 Lakewood Ranch Blvd., Sarasota, FL 34240.

1.4.4 Architect/Engineer, or A/E – Harvard Jolly, Inc., 6000 Cattleridge Dr., Ste. 204, Sarasota, FL 34232.

1.4.5 Plans Review, Permitting and Inspection – Bureau Veritas North America, Inc., 1422 S. Narcoossee Road, St. Cloud, FL 34771

1.4.6 Owner's Construction Services Budget – Owner's funds budgeted and requested for the construction of the project. The Owner's Construction Services Budget is $65,000,000.00, including all CM's management fees, cost of the work and the CM's and Owner's interface contingencies.

1.4.7 The total cost of the projects including design services, construction services, Owner services, Plans Review, Permitting and Inspection Firm and all fees and other costs necessary to design, develop and construct each project is $75,000,000.00.

1.4.8 Plans Review, Permitting and Inspection Firm Personnel – Key personnel shall be shown in Exhibit C and shall not be revised without the written approval of the Owner.

1.4.9 Substantial Completion – The term "substantial completion" shall mean that the project under this contract 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 and a certificate of occupancy has been issued by the permitting authority and a substantial completion certificate has been fully executed. (Note: The issuance of a certificate of occupancy, in itself, does not constitute "substantial completion").

1.4.10 Final Completion – The term "Final Completion" shall mean all of the following events have occurred:

(1) Pursuant to the terms of the contract, an architect or engineer certifies that the project is substantially complete and, within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

(2) The issuance of a certificate of occupancy for the project, and within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

(3) The owner takes possession of the Project and, within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

ARTICLE 2

COMPENSATION

2.1 The Owner agrees to pay the Plans Review, Permitting and Inspection Firm as compensation for his services as described in Attachment B, lump sum amount of $318,500.00 to be paid per Article 8.1.

Total Plans Review, Permitting and Inspection Firm Fee $318,500.00

2.2 Any additional services to address issues beyond the Scope of Work defined in Exhibit B are to be paid as mutually agreed between the Plans Review, Permitting and Inspection Firm and the Owner by lump sum or a multiple of payroll costs.

2.3 Additional services to be paid as a multiple of actual payroll costs for any additional services defined in Exhibit B shall be the actual cost of salary or wages paid directly to personnel engaged on the projects. 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 Plans Review, Permitting and Inspection Firm as follows:

2.3.1 Refer to Exhibit "C" for hourly rates and classifications.

2.4 Any reimbursable expenses are defined in Article 7.

ARTICLE 3

PLANS REVIEW, PERMITTING AND INSPECTION FIRM BASIC SERVICES

3.1 The Plans Review, Permitting and Inspection Firm agrees to provide basic services while operating within a Construction Management at Risk delivery process.

3.1.1 Refer to Exhibit "B" for Plans Review, Permitting and Inspection Firm's Basic Services.

ARTICLE 4

ADDITIONAL SERVICES OF THE PLANS REVIEW, PERMITTING AND INSPECTION FIRM

4.1 The following additional services cause the Plans Review, Permitting and Inspection Firm extra expense and are not included in the scope of work listed on Exhibit B. If the Owner authorized any of these services in writing, they shall be paid by the Owner as a lump sum or as a multiple of direct personnel cost as determined by the Project Director.

4.1.1 Services due to Owner approved changes in general project scope or requirements after approval.

4.1.2 Revising previously approved drawings or specifications to accomplish Owner approved changes.

4.1.3 Providing additional contract permit and inspection services should the construction contract time be exceeded by 25%.

4.1.4 The Services of special consultants, other than normal structural, mechanical, civil, plumbing, landscape and electrical engineering.

4.1.5 Additional services for the project not identified in this Agreement.

ARTICLE 5

THE OWNER'S RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services, will provide full information for the requirements of the project.

5.2 A Project Director will be assigned and authorized to act in the Owner's behalf in all legally permissible issues. The Project Director will examine documents submitted by the A/E and render timely decisions to avoid unreasonable delay. He will observe the procedure of issuing orders to the CM through the A/E.

5.3 The Owner will retain a CM to manage the Project. The CM's duties are defined in the Agreement between the Owner and CM and a copy of this agreement will be furnished to the Plans Review, Permitting and Inspection Firm and will not be modified without written notification to the Plans Review, Permitting and Inspection Firm.

5.4 The Owner will furnish, or direct the A/E to obtain at the Owner's expense, a certified survey of the site including grades and 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. A/E service in obtaining this data by others is included in basic services.

5.5 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.6 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.7 The owner shall provide four (4) sets of signed and sealed final drawings and specifications to the Plans Review, Permitting and Inspection Firm for his use and distribution.

5.8 Project Director shall issue copies of all test reports, including test and balance, to the Plans Review, Permitting and Inspection Firm.

5.9 The Project Director shall issue copies of any project revision to Plans Review, Permitting and Inspection Firm.

ARTICLE 6

CONSTRUCTION COST

6.1 Definitions:

6.1.1 The construction cost shall be the total estimated cost to the Owner of all elements of the project designed and specified by the A/E. The cost shall not exceed the Owner's construction services budget in Article 1.

6.1.2 Construction cost shall include labor and materials furnished by the Owner, any equipment designed, specified, selected or specially provided by the A/E. The cost includes the CM's overhead and profit, reimbursables and cost of work provided by the CM.

6.1.3 Construction service cost does not include the A/E compensation, A/E's consultants, land cost, right of way or other Owner service costs or Plans Review, Permitting and Inspection Firm

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 Florida Statute 112.061, made by the Plans Review, Permitting and Inspection Firm in the interest of the project. All reimbursable expenses require prior written authorization from the Project Director. The following are considered legitimate reimbursable expenses:

7.1.1 Expense of transportation and living expenses of employees when traveling in connection with services other than those defined in Article 3 based on state reimbursement amounts.

7.1.2 The actual expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that provided herein.

ARTICLE 8

PAYMENTS TO THE PLANS REVIEW, PERMITTING AND INSPECTIONS FIRM

8.1 Payments against the lump sum portions of the basic services fee shall be made monthly in proportion to the percentage completed during the previous month.

8.1.1 Payments for additional services of the Plans Review, Permitting and Inspection Firm as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization

8.1.2 Payments for additional services of the Plans Review, Permitting and Inspections Firm as defined in Article 8, shall be made monthly upon presentation of a detailed invoice satisfactory to the Project Director.

8.2 Payments Withheld:

8.2.1 No deductions shall be made from the Plans Review, Permitting and Inspection Firm's compensation on account of penalty, liquidated damages or other sums withheld from payments to the CM.

8.2.2 Project Suspension or Abandonment:

8.2.3 If the Project is suspended or abandoned in whole or part for more than three (3) months, the Plans Review, Permitting and Inspections Firms shall be paid for all services performed prior to receipt of written notice from the Owner of such abandonment, including reimbursable expenses due.

ARTICLE 9

PLANS REVIEW, PERMITTING AND INSPECTION FIRM ACCOUNTING RECORDS

9.1 The records of the Plans Review, Permitting and Inspection Firm's direct personnel, consultants and reimbursable expenses pertaining to this Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative upon reasonable request.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 Termination for Cause or Mutual Agreement:

10.1.1 This Agreement may be terminated by either party after seven (7) days' notice by mutual agreement, or, with specific reference to the requirements of Article 3, should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other.

10.2 Termination for Convenience

10.2.1 The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Upon termination, the Plans Review, Permitting and Inspection Firm shall be entitled to payment and profit for work completed to the time of termination only. The Owner, based upon the approved Schedule shall determine the percentage of completion.

10.2.2 With or without cause, the Owner may terminate this Agreement at any time. The Plans Review, Permitting and Inspection Firm shall be entitled to payments due at the time of termination.

10.2.3 Upon termination Owner shall be provided copies of all work product and other data related to the Project in Firm's possession and control at no expense to Owner.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Plans Review, Permitting and Inspection Firm each binds himself, his 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 This Agreement. Neither the Plans Review, Permitting and Inspection Firm shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 12

CLAIMS AND DISPUTES

12.1 The provisions of Chapter 60-4, Florida Administrative Code are referred to and adopted by reference as though set forth herein.

12.1.1 Under the terms of this Agreement the Plans Review, Permitting and Inspection Firm shall not have any right to compensation other than, or in addition to, that provided by this Agreement to satisfy any claim of any kind whatsoever, unless the claim therefore, is delivered to the Owner within ninety (90) days from the date

the Plans Review, Permitting and Inspection Firm becomes aware of a claim or possible claim. Failure to present any claim arising under this contract within the ninety (90) day time period specified above shall constitute waiver and abandonment of claimant's right to seek administrative consideration of said claim.

12.2 All such claims shall be set forth in a petition addressed to the Owner stating:

12.2.1 The Plans Review, Permitting and Inspection Firm's name and business address;

12.2.2 A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;

12.2.3 A concise statement of the provisions of the contract, together with any federal, state and local laws, ordinances or code requirements or customary practices and usage's in the trade or profession asserted to be applicable to the questions presented by the claim; and

12.2.4 A demand for that specific relief to which the Plans Review, Permitting and Inspection Firm deems himself entitled.

12.2.5 Within thirty (30) days from the receipt of any petition setting forth the claim, the Owner shall provide the Plans Review, Permitting and Inspection Firm with a written response stating Owner's position with respect to each claim asserted. Thereafter, upon not less than fifteen (15) days notice to the claimant, the Department shall convene a proceeding pursuant to the rules of procedure of the Department and shall thereafter enter a final order upon the petition.

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

13.1 "The Plans Review, Permitting and Inspection Firm, warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Plans Review, Permitting and Inspection Firm to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Plans Review, Permitting and Inspection Firm 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 his discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration".

ARTICLE 14

SPECIAL PROVISIONS

14.1 Monthly Reports:

14.1.1 The Plans Review, Permitting and Inspection Firm shall furnish the Owner with a complete and descriptive status report at the end of each month following the receipt of the signed contract document. The Plans Review, Permitting and Inspection Firm shall submit this report on or before the first of each month.

14.2 Request for Payment – Request for payment must be presented on the Construction Services Form in the office of the Project Director no later than the 25th of each month. The Plans Review, Permitting and Inspection Firm and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of each month. Payment shall occur on the 10th of each month or the Monday following the 10th if it falls on a weekend.

14.3 Public Entity Crime Information Statement – "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 construction manager, 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, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14.4 The content of the audio/visual oral presentation made to the Professional Selection Committee shall be a part of this agreement.

14.5 Employment Eligibility Verification ("E-VERIFY")

14.5.1 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 1113851 .

14.6 Truth-In-Negotiation

By signing this Agreement, the Building Official certifies that wage rates and other factual unit costs supporting the compensation to be paid under this contract are accurate, complete and current as of the date of this contract. 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 year following the end of the contract.

14.7 Litigation

In the event a party to this agreement must resort to litigation to enforce its rights as set forth herein, the prevailing party in such litigation is entitled to receive its costs and fees, including a reasonable attorney's fee, from the non-prevailing party. The parties agree that the most convenient forum for any such litigation is the Twelfth Judicial Circuit Court in and for Manatee County.

14.8 Compliance With Jessica Lundsford Act

The School District of Manatee County and State of Florida, requires all construction managers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689

14.9 Indemnification

To the extent permitted by law, the contracting party with The Manatee County School Board agrees to indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, 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.

14.10 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.

14.11 Custodian of Public Record

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.

ARTICLE 15

INSURANCE

15.1 The Plans Review, Permitting and Inspection Firm will provide the Owner, within ten (10) days after the date of this Agreement, the following described insurance coverage, per Florida Statute 553.791, Section 16:

15.1.1 Commercial General Liability shall have minimum policy limits of $1,000,000 per occurrence and $2,000,000 in the aggregate for any project with a construction cost of $5,000,000 or less. For any project with a construction cost of over $5,000,000, Commercial General Liability shall have minimum policy limits of $2,000,000 per occurrence and $4,000,000 in the aggregate. All Commercial General Liability Policies shall name the Manatee County School Board as additional insured and should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project. This coverage shall be maintained for a minimum of 5 years subsequent to performance of building code inspection services.

15.1.2 Automobile Liability shall have a $1,000,000 limit and shall name the Manatee County School Board as additional insured. Policy should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project.

15.1.3 Workers Compensation Coverage should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project.

PLANS REVIEW, PERMITTING and INSPECTION FIRM:

By: _____
(Office Manager Signature)

_____

As Witnessed:

_____

By: _____
(Business Unit Manager Signature)

Carl L. Jones
(Type Business Unit Manager Name)

Bureau Veritas North America, Inc.
(Type Name of Corporation)

Bureau Veritas North America, Inc. CORPORATE SEAL 2003 DELAWARE

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director
Reginald Jackson (Nov 29, 2023 10:30 EST)

_____, Director
William Horton

_____, Deputy Superintendent
Joseph A. Ranaldi
Joseph A. Ranaldi (Nov 30, 2023 17:30 EST)

Approved As To Form and Legality: _____, General Counsel
Stephen R. Dye, Esq.
Stephen R. Dye, Esq. (Nov 29, 2023 11:56 EST)

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Regi Goff
SBMC Project Representative	N/A
SBMC Project Assistant	Laura Bartels
Architect	Harvard Jolly, Inc.
Civil Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Willis Smith Construction
SBMC Instructional Member	N/A
SAC Member	N/A
Plans Review, Permitting and Inspection Firm	Bureau Veritas North America, Inc.

EXHIBIT B

A. Scope of Work

1. Provide preliminary review and comments on design development documents.
2. Attend team meetings during the Design Phase and attend the Pre-Construction meeting at the beginning of the Construction Phase.
3. Provide plan review on signed and sealed project plans and specifications.
4. Furnish the necessary building permit(s) for the Project.
5. Provide continuous monitoring and inspections for the construction of all parts of the Project including site work, structural (including all inspections required by the threshold building inspection plan, if a threshold building), architectural, mechanical, electrical and plumbing.
6. Provide the Certificate(s) of Occupancy for the Project.
7. Provide a list of deficiencies found after inspections.
8. Document each site visit with written reports for work in progress. A log of the inspection reports shall be maintained at the jobsite.
9. Upon completion of the Project provide the Owner with a final copy of the inspection and materials testing reports and photographs along with a certification of compliance to the Owner upon final completion.
10. All work to be completed in accordance with any applicable city, county or state codes, ordinances or amendments that may be in existence.
11. Special Provisions:

B. Project Description:
Construction of a two story brick veneer prototype containing 1,268 student station and all improvements required for a dynamic, state of the art learning environment for grades six through eight.

EXHIBIT C

Key Personnel to be used by the Plan Review, Permitting and Inspection Firm.

Name:	Position:	Phone BV:	Insp:	Insp Lic #:	P. Exam:	Exam Lic #	Other Lic	Other Lic
Carl Jones, CBO	Business Unit Manager	407-761-4975	BMEP-R-C-F	BN216	BMEP-R-F	PX1349	BU826	Fire Inspector 2
Janet Gerberich	Office Manager	407-699-1809						
Kim Bonczyk	Permit Tech	407-861-2332						
Brenda Schold	Permit Tech	689-254-9267						
Bill Lepage		508-409-1292	B-R	BN8484				
Clarimundo Dasilva		407-449-3625	MEP	BN7618	E	PX4474		
Dale Marquardt		865-348-5916	B-R	BN7778	B-R	PX4308	RPX347	
Jimmy Appoloney		863-670-9239	BMEP-R-C	BN5168	BM P-R	PX9311	BU1890	
Joe Dupriest		689-265-1205	BMEP-R	BN4146	BEMP-R	PX2167		
John Boden		689-241-5595	BMEP-R-C-F	BN7293	BMEP-R-F	PX9983	BU2030	Fire Inspector 2
Joshua Munson		407-818-2329	E	BN7983	BE	PX4828		
Lorenzo Boden		407-693-2011	B-R	BN8644	B	PX4882		
Mike Moore		941-704-6458	BMEP-R	BN678	P	PX1657		
Millard Moorehead		863-307-8965	B-R	BN5513				
Murat Kizilli, P.E.		954-593-4699	BMEP-R	BN4254	BMEP-R		PE70087	
Richard Moore		941-212-7527	B-R	BN7132				
Rob Stewart		407-460-2106	B-R	BN7074				
Steve Bonczyk	Office Runner	407-987-7103						
Zachary Fitts		689-284-2986	B	BN8854			EIT 1100023646	

B=Building, M=Mechanical, E=Electrical, P=Plumbing, R=Residential, C=Coastal Construction, F=Fire
Highlight indicates Inspectors

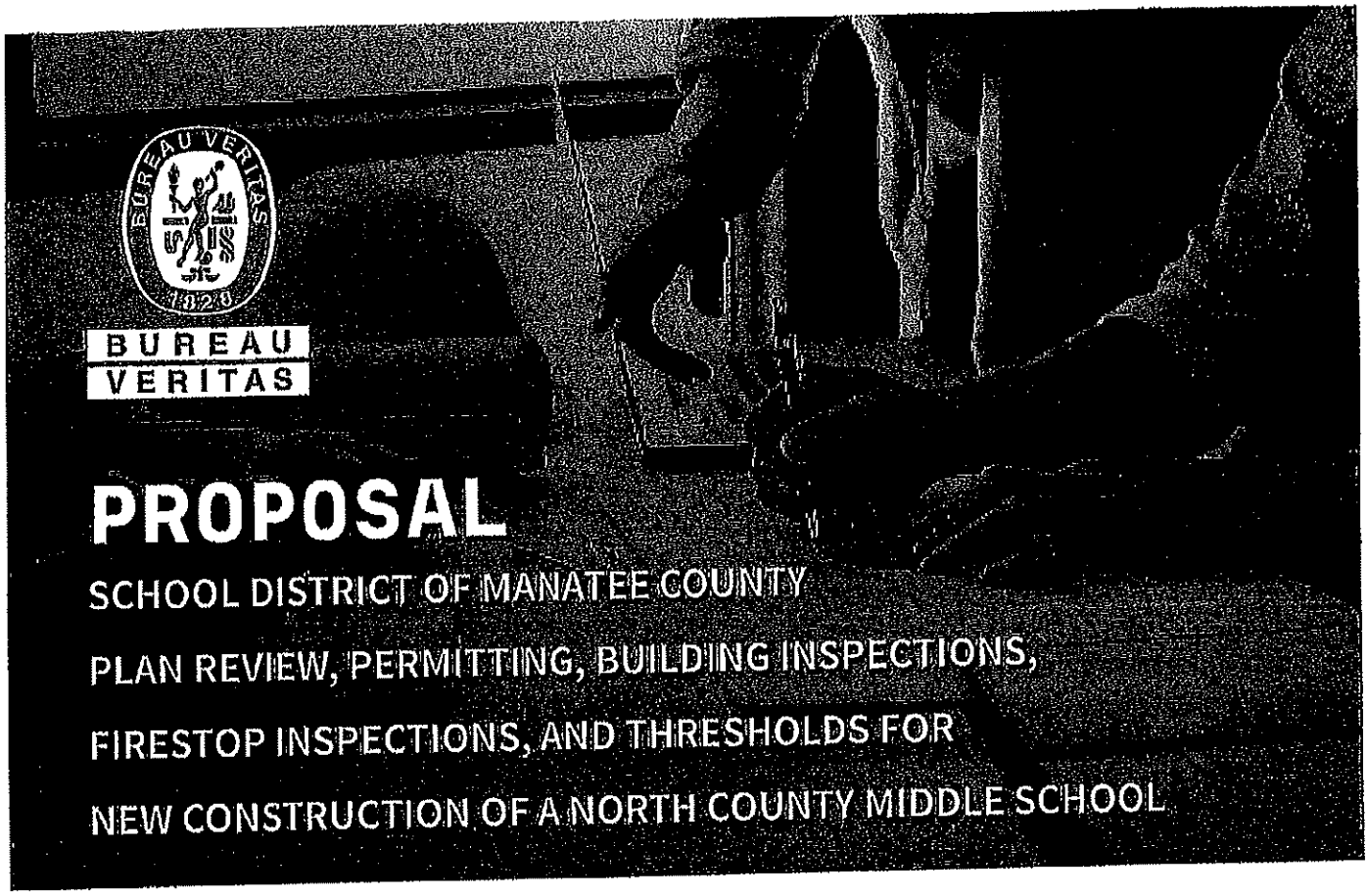
Hourly Rates For Additional Services

Position	Hourly Rate
Building Code Administrator	$250
Plans Examiner	$150
Inspector	$120
Permit Tech	$100
Clerical Support	$100

Re-Inspections:
Inspections include 1 re-inspection, additional re-inspections are billed at a rate of $100 each.

Plan Revisions:
Plan Review fee includes one revision due to comments. Additional revisions or revisions due to design changes will be billed at 25% of the Plan Review fee.

Nights/Weekends/Holiday Inspections:
Billed at $250 each.



BUREAU VERITAS

PROPOSAL

SCHOOL DISTRICT OF MANATEE COUNTY

PLAN REVIEW, PERMITTING, BUILDING INSPECTIONS, FIRESTOP INSPECTIONS, AND THRESHOLDS FOR NEW CONSTRUCTION OF A NORTH COUNTY MIDDLE SCHOOL

CONTACT REGARDING THIS PROPOSAL
Cynthia Jones
Business Development Manager
Bureau Veritas
1422 S. Narcoossee Road
St. Cloud, FL 34771
P: 407.973.0511
Cynthia.Jones@bureauveritas.com

BUREAU VERITAS **PROPOSAL**

BUREAU VERITAS

October 4, 2023

SCHOOL DISTRICT OF MANATEE COUNTY
Attn: Reginald Goff
Project Director, Construction Services Department
1 Matzke Way, Bldg. 7
Bradenton, FL 34208
941.201.2025

Dear Mr. Goff,

Thank you for the opportunity to submit a proposal for the North County Middle School - New Construction project.

Scope of Work and Fee Arrangement

Plan Review, Permitting, and Building Inspections for new construction of a North County Middle School at North River Ranch Trail, Parrish, FL.
Scope of Work: Includes the construction of a new 163,300 sq. ft., two-story Middle School building consisting of classrooms, gymnasium, cafeteria/multipurpose room, music room and classrooms, engineering and art rooms, media center, and administrative offices. Also included: Building 2 (New Chiller/Mower Shed/Flammable Storage – 2,230 sq. ft); Building 3 (New Covered Play Area – 6,495 sq. ft); Building 4 (New AG Greenhouse – 288 sq. ft.); and Building 5 (New AG Pavilion w/ Storage Room – 910 sq. ft.).

Plan Review	$64,500
Permitting	$12,000
Inspections	$130,100
Total	**$206,600**

Threshold Inspections for new construction of a North County Middle School at North River Ranch Trail, Parrish, FL.
Scope of Work: Includes the construction of a new 163,300 sq. ft., two-story Middle School building consisting of classrooms, gymnasium, cafeteria/multipurpose room, music room and classrooms, engineering and art rooms, media center, and administrative offices.

Threshold Inspections	$85,200
Total	**$85,200**

Firestop Inspections for new construction of a North County Middle School at North River Ranch Trail, Parrish, FL.
Scope of Work: Includes the construction of a new 163,300 sq. ft., two-story Middle School building consisting of classrooms, gymnasium, cafeteria/multipurpose room, music room and classrooms, engineering and art rooms, media center, and administrative offices. Also included: Building 2 (New Chiller/Mower Shed/Flammable Storage – 2,230 sq. ft Building 4 (New AG Greenhouse – 288 sq. ft.); and Building 5 (New AG Pavilion w/ Storage Room – 910 sq. ft.).

Firestop Inspections	$26,700
Total	**$26,700**

TOTAL FOR ALL SERVICES	**$318,500**

AGENDA ITEM NO. 11.19

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Change Orders 1, 2, 3, 4, and 5 to the Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, which will reduce the Guaranteed Maximum Price (GMP) by $115,013.44.

Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - 2023 Media Centers Project Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - 2023 Media Centers Renovations - Change Orders 1, 2, 3, 4, and 5 - Final - Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, decrease in the amount of $115,013.44. **(Capital Funds)**

Financial Impact
The amount of Change Order 1 - Final is a decrease of $11,849.94, Change Order 2 - Final is a decrease of $44,887.06, Change Order 3 - Final is a decrease of $23,829.59, Change Order 4 - Final is a decrease of $22,103.79 and Change Order 5 - Final is a decrease of $12,343.06. The revised Guaranteed Maximum Price is $826,835.46 and is included in the total project budget of $1,045,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
2023 Media Centers Project Summary
2023 Media Center Final Change Orders 1-5 2023-935

2023 Media Centers

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Bwas.Design, PLLC	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services, LLC	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $1,045,000.00 (02/06/23) Original Project Budget

HISTORY:

Anna Maria Elementary School - Was built in 1949 with additions in 1956, 1961, 1980 and 1987. Anna Maria Elementary School was also rebuilt and renovated in 2006. The campus has 10 permanent buildings and 7 portables on approximately 6.65 acres. The elementary school is located at 4700 Gulf Drive in Holmes Beach.

Ballard Elementary School - The School Board approved a replacement school in 2000. Construction was substantially completed in 2002 and contains 655 student stations. A campus repaint was performed in 2007. The site consists of one parcel containing a total of nine acres, located at 912 18th Street West, Bradenton.

Bayshore Elementary School - In 2003 a replacement of the existing school with a new two story 840 student facility that meets or exceeds the educational requirements of the school board of Manatee County was approved.

Rogers Garden-Bullock Elementary School - In 2008 the School Board approved the design of a Lab School of approximately 80,500 square foot, with 580 student stations. In 2020 school campus security had become a high priority for districts throughout Florida and the nation. Manatee County School District created a capital plan to address security projects including: fencing, cameras, single point of entry and others.

Williams Elementary School - In 2006 the school board approved the design and construction of a new elementary school with approximately 823 total student stations on the Cross Creek site on Ft. Hamer Road in northeast Manatee County.

SCOPE: The project consists of the renovation of Media Centers located at Anna Maria ES, Ballard ES, Bayshore ES & Williams ES Media Centers as per Bwas Design, PLLC, proposal dated January 19, 2023, further defining the preconstruction services is incorporated herein by reference.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 89,750.00	April 11, 2023	Approved	Architectural/Engineering Services
TOTAL	$ 89,750.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 941,848.94	March 28, 2023	Approved	Guaranteed Maximum Price (GMP)
Substantial Completion:	$ -	November 14, 2023	Approved	Substantial Completion
Change Order 1:	$ (11,849.94)	December 12, 2023	Pending	Anna Maria Elementary School Change order
Change Order 2:	$ (44,887.06)	December 12, 2023	Pending	Ballard Elementary School Change Order
Change Order 3:	$ (23,829.59)	December 12, 2023	Pending	Bayshore Elementary School Change Order
Change Order 4:	$ (22,103.79)	December 12, 2023	Pending	Rogers-Garden Elementary School Change Order
Change Order 5:	$ (12,343.06)	December 12, 2023	Pending	Williams Elementary School Change Order
TOTAL	$ 826,835.50			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 9,405.00	April 13, 2023	N/A	
TOTAL	$ 9,405.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
N/A	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: 2023-Media Center -ANNA MARIA
CON#0321 Project #3951520150

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: March 29, 2023

You are directed to make the following changes in this Contract:

	$	-
Returning Balance of Unused Funds	$	(11,849.94)

Total of Summary ($11,849.94)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original ~~(Contract Sum)~~**(Guaranteed Maximum Price)** was.....	$	63,998.70
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** prior to the Change Order was.....	$	63,998.70
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....		-$11,849.94
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	52,148.76
The Contract time will be ~~(increased)(decreased)~~**(unchanged)** by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		July 28, 2023

BWAS Design, PLLC	McIntyre,Elwell & Strammer GC, Inc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1201 6th Avenue West	1645 Barber Road	1 Matzke Way
Bradenton, Florida 34205	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 11.06.23	Date:	Date:

William Horton

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: 2023-Media Center - BALLARD
CON#0321 Project #3951520150

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 2

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: NA

CONTRACT FOR: General Construction

CONTRACT DATE: March 29, 2023

You are directed to make the following changes in this Contract:

	$	-
Returning Balance of Unused Funds	$	(44,887.06)

Total of Summary	($44,887.06)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original ~~(Contract Sum)~~**(Guaranteed Maximum Price)** was.....	$	365,245.12
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** prior to the Change Order was.....	$	365,245.12
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....		-$44,887.06
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	320,358.06
The Contract time will be ~~(increased)(decreased)~~**(unchanged)** by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		July 28, 2023

BWAS Design, PLLC	McIntyre,Elwell & Strammer GC, Inc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1201 6th Avenue West	1645 Barber Road	1 Matzke Way
Bradenton, FL 34205	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 11.06.23	Date:	Date:

William Horton

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: 2023- Media Center - BAYSHORE
CON#0321 Project #3951520150

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 3

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: March 29, 2023

You are directed to make the following changes in this Contract:

	$	-
Returning Balance of Unused Funds	$	(23,829.59)

Total of Summary ($23,829.59)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original ~~(Contract Sum)~~**(Guaranteed Maximum Price)** was.....	$	199,346.99
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** prior to the Change Order was.....	$	199,346.99
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....		-$23,829.59
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	175,517.40
The Contract time will be ~~(increased)~~~~(decreased)~~**(unchanged)** by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		July 28, 2023

BWAS Design, PLLC	McIntyre,Elwell & Strammer GC, Inc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1201 6th Avenue West	1645 Barber Road	1 Matzke Way
Bradenton, Florida 34205	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 11.06.23	Date:	Date:

William Horton

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: 2023-Media Center-GD Rogers
CON#0321 Project #3951520150

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 4

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: March 29, 2023

You are directed to make the following changes in this Contract:

	$	-
Returning Balance of Unused Funds	$	(22,103.79)

Total of Summary ($22,103.79)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original ~~(Contract Sum)~~**(Guaranteed Maximum Price)** was.....	$	183,347.33
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** prior to the Change Order was.....	$	183,347.33
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....		-$22,103.79
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	161,243.54
The Contract time will be ~~(increased)(decreased)~~**(unchanged)** by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		July 28, 2023

BWAS Design, PLLC	McIntyre,Elwell & Strammer GC, Inc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1201 6th Avenue West	1645 Barber Road	1 Matzke Way
Bradenton, Florida 34205	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 11.06.23	Date:	Date:

William Horton

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: 2023-Media Center - Williams
CON#0321 Project #3951520150

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 5

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: March 29, 2023

You are directed to make the following changes in this Contract:

	$	-
Returning Balance of Unused Funds	$	(12,343.06)

Total of Summary ($12,343.06)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor Indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original ~~(Contract Sum)~~**(Guaranteed Maximum Price)** was.....	$	129,910.76
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** prior to the Change Order was.....	$	129,910.76
The ~~(Contract Sum)~~**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....		-$12,343.06
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	117,567.70
The Contract time will be ~~(increased)~~~~(decreased)~~**(unchanged)** by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		July 28, 2023

BWAS Design, PLLC	McIntyre,Elwell & Strammer GC, Inc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1201 6th Avenue West	1645 Barber Road	1 Matzke Way
Bradenton, Florida 34205	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 11.06.23	Date:	Date:

William Horton

AGENDA ITEM NO. 11.20

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Schenkel and Shultz, Inc., for Parrish Community High School. The amended scope will include the School Site Plan Modifications, Application Preparation, Hearings, Workshop, and Transportation Impact Analysis.

Parrish Community High School Project Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Parrish Community High School - Classroom Addition - Amendment 1 - between Owner and Schenkel and Shultz, Inc., in the amount of $60,900.00 (Capital Funds).

Financial Impact
The amount of Amendment 1 is $60,900.00. The revised Architectural and Engineering Services fee, including this Amendment 1, is $841,560.00. This fee is included in the total project budget requirement of $15,000,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Parrish CHS Addition Project Summary
PCHS Clsrm Add AE Amendment 1 2023-939

PARRISH COMMUNITY HIGH SCHOOL - CLASSROOM ADDITION

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc.
CONSTRUCTION MANAGER: Williams Company Tampa — Selected through the Request for Qualifications process
BUILDING OFFICIAL: Bureau Veritas North America, Inc. — Currently on the District's Continuing Contracts

PROJECT BUDGET: $15,000,000.00 — (05/23/23) Revised Project Budget (5 Yr Capital Plan)
$20,000,000.00 — (04/26/22) Original Project Budget

HISTORY: A new high school was built in 2019 to serve students in north (and east) county, as the District's current high school capacity is at 106%. The site for the new school consists of 98 acres in the central part of the North county, located on Erie Road.

SCOPE: The existing campus was constructed in 2019 with a student capacity of 2,150; but was master planned and the core was constructed for a core capacity of 2,500 students. Due to enrollment growth, the scope of work for the one-story classroom building addition provides for 16 additional classrooms to accommodate 400 students. Included are associated restrooms, storage areas, corridors, walkways, and mechanical and electrical systems required for a functioning facility for grades nine through twelve. The addition will be a modified reuse of the plans for Building 6, which was constructed in 2019.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No. Funding sources that do not require an Educational Plant survey have been utilized.

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:	$ 780,600.00	April 26, 2022	Approved	Architectural / Engineering Services
Agreement:	$ 60,900.00	December 12, 2023	Pending	Architectural / Engineering Services-Site Plan Modification Application
TOTAL	$ 841,500.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 45,475.00	April 11, 2023	Approved	Pre-Construction Services
Amend 1:	$ 1,595,830.00	October 24, 2023	Approved	Early Procurement Materials
	$ -			
TOTAL	$ 1,641,305.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 104,200.00	May 23, 2023	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 104,200.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 8,600.00	April 26, 2023	N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:	$ 15,000.00	August 16, 2023	N/A	Construction Documentation - Multivista
Agreement:	$ 16,500.00	October 24, 2023	N/A	MEP & Envelope Commissioning Services
TOTAL	$ 40,100.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & ARCHITECT/ENGINEER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established contract provisions.

Project Name:	Parrish Community High School - Classroom Addition
Architect/Engineer:	Schenkel & Shultz, Inc.
Architect/Engineer Address:	330 Pineapple Ave., Suite 210 Tampa, Florida 34236

The work is as follows: Site Plan Modifications Application & Traffic Study. It provides School Site Plan Modifications Application Preparation, Hearings, Workshop and Transportation Impact Analysis, per proposal dated November 6, 2023, incorporated herein by reference, see Exhibit A.

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.

Amount of Amendment:	$ 60,900.00
Previous Amount of Contract:	$ 780,600.00
New Total Amount of Contract:	$ 841,560.00

ARCHITECT/ENGINEER:

By: Aaron Jacobson (Nov 15, 2023 18:11 EST) By: _____

Name/Title: Aaron Jacobson, AIA Name/Title: Dan Laggan, Managing Partner

As Witnessed:

_____ Schenkel & Shultz, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: David Wildes (Nov 27, 2023 09:48 EST), Project Director

William Horton, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

I:\Schools-Projects\Parrish Community High (NRHS) 2016 - 2019\2022 PCH Addition\2 Contracts\AE Schenkel Shultz\Amendment 1\PCHS Amendment 1 AE - Schenkel Shultz.docx

SCHENKELSHULTZ
ARCHITECTURE

November 06, 2023

EXHIBIT A

Mr. David Wildes
Project Director
Department of Construction Services
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, FL 34208

RE: Parrish Community HS – Classroom Addition AE Agreement
Additional Services Fee Proposal No. 1 – School Site Plan Modification & Traffic Study
Contract No. CON #269

Dear Mr. Wildes:

This is our proposed additional services fee proposal for the County required architectural and engineering services related to the school site plan modification and Traffic Study associated with it.

Project Scope

Our understanding of the scope and the basis for our fee proposal is outlined as follows and expanded upon in Attachment A:

a. School Site Plan Modification Application Preparation
b. School Site Plan Modification Application Processing and Public Hearings
c. Meetings/ Coordination
d. Neighborhood Workshop (if necessary)
e. Transportation Methodology Statement
f. Transportation Impact Analysis
g. Response to Comments
h. Subconsultant Data Collection

Proposed Fees:

It is our understanding that the fees for this work will be added to the contract and listed on our invoice as a separate line item with five of those items being listed on a T/M basis. Our proposed fees are as follows: A/E Services: **$60,900.00** (*See Attachment A)

Please review this proposal and advise of your acceptance and/or and comments, questions, or concerns you may have.

Sincerely,

Aaron Jacobson, AIA,
Schenkel&Shultz Inc.

CC: Iris Zayas/SchenkelShultz
Ken Dean, AIA /SchenkelShultz

Stantec

AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	24 October 2023
"STANTEC"	STANTEC CONSULTING SERVICES INC.	Stantec Project #	215618108
		Pipeline #	933560

6920 Professional Parkway, Sarasota, FL 34240
Ph: (941) 907-6900 Fx: (941) 907-6910
D. Scott McKenna, PE, Principal email: scott.mckenna@stantec.com

CLIENT SCHENKELSHULTZ ARCHITECTURE Client# 2022120

200 East Robinson Street, Suite 300, Orlando, FL 32801
Ph: (407) 872-3322 Fx: (407) 872-3303
Aaron Jacobson, AIA, Associate email: ajacobson@schenkelshultz.com

Project Name and Location: Parrish Community High School Building 8 - Classroom Addition
Parrish, Manatee County, Florida

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

New Task 310 – School Site Plan Modification Application Preparation

Prepare a School Site Plan Modification (SSP) Application and supporting materials in accordance with the Manatee County Land Development Code (LDC), Manatee County Comprehensive Plan, and Chapter 1013, Florida Statutes.

The supporting materials that Stantec will prepare include the following:

- An analysis of the requirements found in Exhibit C, School Site Plan Standards, as provided in the Interlocal Agreement, and LDC Section 350 – Public School Determinations of Consistency.

New Task 320 – School Site Plan Modification Application Processing and Public Hearings

Prior to formal submittal, Stantec will send the application to Manatee County Development Services staff for a preliminary review/ sit down completeness review.

Upon confirmation that all applicable criteria are addressed in the application, Stantec will submit electronically to Manatee County the plans and applications prepared under the above tasks.

Stantec will respond to two rounds of DRC comments and provide the County with supplementary information to adequately address comments and concerns. This includes attendance at one DRC meeting to respond to staff comments.

These services include review and comment on the Staff Report. These services also include review of public notice materials, as prepared by County staff. Stantec staff will prepare the required public notice mailing to surrounding property owners and post public notice signs on the property boundary.

Stantec will attend one Board of County Commissioners (BOCC) public hearing to represent the Client. This scope anticipates a presentation with a PowerPoint presentation. At a minimum, the Project Manager/ Engineer of Record and Planner will attend the hearings.

Should additional meetings, public hearings or meeting/ hearing exhibits become necessary (or desired), those services will be performed under a Miscellaneous Services task on a Time/ Material basis.

New Task 330 -Meetings/ Coordination

Close coordination between the Client and Stantec will be critical for successful execution of the project.

Stantec will prepare for and attend meetings to coordinate with the Client, other technical consultants on the team and members of County staff. Task assumes that these meetings will be attended virtually, unless an in-person meeting is required.

Throughout the process, attend meetings with the Client, their technical consultants, and applicable staff to discuss the project, as deemed necessary, to obtain concurrence.

New Task 340 – Neighborhood Workshop (if necessary)

Coordinate with Client and consultant team to set the date and ensure attendance at one neighborhood meeting. Either obtain mailing labels from Manatee County Property Appraiser's Office or prepare mailing labels in accordance with the requirements of the Land Development Code; secure a location to hold the workshop; and prepare necessary mailed notices for the public neighborhood meeting.

The costs of a meeting room will be the responsibility of the Client.

Coordinate with Client regarding exhibits for the meeting. Conduct the neighborhood meeting. Prepare a summary with questions or concerns raised by attendees, and responses noted.

New Task 410 - Transportation Methodology Statement

Stantec will prepare a transportation methodology statement that will stipulate the proposed procedures and assumptions to be utilized in the traffic analysis. A teleconference will be setup with Manatee County in support of the methodology statement. Following the teleconference, Stantec will revise the methodology statement (if necessary) to reflect agreements reached in the methodology meeting and resubmit to the County.

New Task 420 - Transportation Impact Analysis

Stantec will prepare the analysis in accordance with the approved methodology that meets the requirements of Manatee County. Trip generation estimates will be based on the Institute of Transportation Engineers (ITE), *Trip Generation – 11th Edition (2021)*. Trip assignment estimate of project traffic will utilize existing traffic patterns, the FDOT District One Regional Planning Model (D1RPM), information from Mantee County Schools regarding service area, and/or engineering judgment from past experience within the project area. This task includes:

- Preparation of a transportation impact analysis for submittal to the County which includes analysis of the project traffic impacts to the study network which is all roadway segments in which project traffic exceeds 5% of the maximum service volume and intersections at the end points of significantly impacted segments during the PM peak-hour of adjacent street traffic.
- A detailed PM peak hour capacity analysis for the roadway segments and intersections within the study area will be performed using Manatee County's Generalized LOS Tables, the Highway Capacity Software (HCS), or Synchro. General recommendations for needed roadway and operational improvements (if any) will be developed for the external roadway network affected by the development.
- The following intersections and adjacent roadway segments are anticipated to be included in as part of the analysis. If additional intersections are required to be analyzed, a change order will be sent to the Client for their approval to conduct the additional work.
    1. Erie Road & 69th Street E

2. Erie Road & Harrison Ranch Boulevard
3. Erie Road & Martha Road
4. Erie Road & School Driveway
5. Erie Road & Fort Hamer Road
6. Erie Road & US-301
7. Moccasin Wallow Road & Fort Hamer Road
8. School Driveway & Fort Hamer Road
9. US-301 & Fort Hamer Road
10. School Driveway & Martha Road

- Preparation of an operational analysis of the three site access points as well as the Erie Road & Martha Road intersection, including the need for traffic control devices and turn lanes during the AM peak-hour dismissal period and PM peak-hour dismissal period of the school.
- Preparation of a queueing analysis demonstrating that the proposed onsite stacking length is sufficient to accommodate drop-off and pick-up traffic without impacting traffic on adjacent roadways.

Stantec will prepare a report outlining findings and recommendations. A draft of this report will be provided to the Client for review prior to submittal, if desired.

New Task 430 - Response to Comments

Upon submittal of the documents to Manatee County, further documentation or clarification of the analyses to complete their review may be required. Stantec will meet with the County, if necessary, to discuss the comments and provide the appropriate supporting documentation. This task includes responding to two rounds of comments/ requests for clarifications from Manatee County.

New Task 440 - Subconsultant Data Collection

Stantec will engage a subconsultant to collect AM peak-hour dismissal period, PM peak-hour dismissal, and PM peak-hour of adjacent street traffic volumes at the intersections listed above in Task 430 and Task 440.

B. CLIENT agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

New Task	Services	Fee Type	Fee Amount
310	Prepare SSP Modification Application	Fixed	$ 12,500
320	SSP App Processing/ Public Hearings	T/M*	(est.) $ 10,000
330	Meetings/ Coordination	T/M*	(est.) $ 5,000
340	Neighborhood Workshop (if necessary)	T/M*	$ 5,500
410	Transportation Methodology Statement	Fixed	$ 900
420	Transportation Impact Analysis	Fixed	$ 21,000
430	Response to Comments	T/M*	(est.) $ 2,600
440	Subconsultant Data Collection	T/M *	(est.) $ 3,400
	Total Increase		$ 60,900

* Time and Material (T/M) estimates are based upon past experience, but the actual fee may be

more or less due to factors outside of Stantec's control. Fees are not to be exceeded without prior consent from the Client.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

C. All other terms and conditions of the original agreement shall remain in full force and effect.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

STANTEC CONSULTING SERVICES INC.		**SCHENKELSHULTZ ARCHITECTURE**	
	D. Scott McKenna, PE, LEED AP Principal/ Senior Project Mgr Print Name and Title		Daniel C. Laggan, AIA Managing Partner Print Name and Title
Signature		Signature	
Date Signed:	October 24, 2023	Date Signed:	
	Katie M. LaBarr, AICP Principal/ Senior Project Mgr Print Name and Title		Aaron Jacobson, AIA Associate Print Name and Title
Signature		Date	
Date Signed:	October 24, 2023	Signature	

SCHEDULE OF FEES

Effective January 1, 2023

Staff Level	Rate
Level 3	$ 111.00
Level 4	$ 122.00
Level 5	$ 139.00
Level 6	$ 143.00
Level 7	$ 152.00
Level 8	$ 162.00
Level 9	$ 168.00
Level 10	$ 173.00
Level 11	$ 189.00
Level 12	$ 198.00
Level 13	$ 209.00
Level 14	$ 219.00
Level 15	$ 232.00
Level 16	$ 256.00
Level 17	$ 265.00
Level 18	$ 270.00
Level 19	$ 281.00
Level 20	$ 291.00
Level 21	$ 309.00
1 Person Field Crew	$ 145.00
2 Person Field Crew	$ 200.00
3 Person Field Crew	$ 255.00
4 Person Field Crew	$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

AGENDA ITEM NO. 11.21

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and Charles Perry Partners, Inc., which authorizes the Guaranteed Maximum Price (GMP) in the amount of $27,944,558.00. The scope of work includes but is not limited to the complete renovation of the existing facility; demolition of two minor non-student station-capacity buildings; building addition for administration and media center; replacement of mechanical systems and associated piping; improvements to plumbing systems and associated piping; improvements to building envelope including window, and door systems; improvement of technology infrastructure; enhancement of campus safety; replacement of Life Safety Systems including fire alarm; improvement of site drainage; and improvement of on-site traffic queuing.

Oneco Elementary School Classroom Addition and Renovation Project Summary Sheet is attached for reference.

Full Guaranteed Maximum Price Book is on file in the Construction Services Department.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Oneco Elementary School - Addition and Renovation - Agreement between Owner and Charles Perry Partners, Inc., - Amendment 2 - Guaranteed Maximum Price, in the amount of $27,944,558.00. (Capital Funds)

Financial Impact
The amount of Amendment 2 is $27,944,558.00. The Guaranteed Maximum Price, including Amendment 2, is $34,737,302.00 and is included in the total project budget requirement of $39,514,846.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Oneco ES Addition and Renovation Project Summary Sheet
Oneco ES Add and Reno Amend 2 GMP with Revised Exhibits

ONECO ELEMENTARY SCHOOL ADDITION AND RENOVATION PROJECT

PROJECT DIRECTOR: Jeff Medwetz
PROJECT ASSISTANT: Tina Lundy

ARCHITECT/ENGINEER:	Zyscovich, LLC.		Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc.		Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Science/GFA		Currently on the District's Continuing Contracts List
PROJECT BUDGET:	$	39,514,846.00	(12/12/2023) COPS Funding Relocation
	$	34,150,000.00	(7/27/2022) Revised Project Budget
	$	28,300,000.00	(8/26/2021) Original Project Budget

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the admininstration/reception office for improved campus entry.

SCOPE: The scope of work includes but is not limited to the complete renovation of the existing facility; demolition of two minor non-student station-capacity buildings; building addition for administration and media center; replacement of mechanical systems and associated piping; improvements to plumbing systems and associated piping; improvements to building envelope including window and door systems; improvement of technology infrastructure; enhancement of campus safety; replacement of Life Safety Systems including fire alarm; improvement of site drainage; and improvement of on-site traffic queuing.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 1,678,768.00	July 26, 2022	Approved	Architectural / Engineering Services
TOTAL	$ 1,678,768.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 72,800.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 6,719,944.00	September 12, 2023	Approved	Add'l Pre-Con Services - Early Material Procurement
Amendment 2:	$ 27,944,558.00	December 12, 2023	Pending	Guaranteed Maximum Price
TOTAL	$ 34,737,302.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 196,100.00	March 28, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 196,100.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 67,500.00	December 12, 2023	Pending	Mechanical, Electrical and Plubming Commissioning
TOTAL	$ 67,500.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** _____

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Oneco Elementary School Addition and Renovation
Construction Manager: Charles Perry Partners, Inc.
Construction Manager Address: 10150 Highland Manor Drive, #135, Tampa, FL 33610

The work is as follows: complete renovation of the existing facility; demolition of two minor non-student station-capacity buildings; replacement of mechanical systems and associated piping; improvements to plumbing systems; improvements to building envelope including window, and door systems; improvement of technology infrastructure; enhancement of campus safety; replacement of Life Safety Systems including fire alarm; improvement of site drainage; and improvement of on-site traffic queuing.

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: March 10, 2026

Amount of Amendment: $ 27,944,558.00
Previous Amount of Pre-Construction Agreement: $ 6,792,744.00
New Total Amount of GMP: $ 34,737,302.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: _____ Name/Title: Brian K. Leslie, President

As Witnessed:
_____
Chris Hagin-Admin Director

Charles Perry Partners, Inc.
(Name of Corporation)

(Corporate Seal)

CHARLES PERRY PARTNERS, INC. CORPORATE SEAL 2011 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Oneco Elementary School - Renovations
5214 22nd Ct E, Bradenton, Manatee County Florida

Total Project Budget:

Design Services	$ 1,678,768.00
Construction Services	$ 34,737,302.00
Owner Services	$ 1,656,076.00
FF& E Technology	$ 1,442,700.00
Total Project Budget	$ 39,514,846.00

Project Schedule:

Date of Anticipated Notice to Proceed	July 26, 2023
Date of Substantial Completion	March 10, 2026
Date of Final Completion	April 10, 2026

Architect/Engineer ("AE") Zyscovich, LLC
550 N. Reo Street, #300
Tampa, FL 33609 (813) 526-7760

Construction Manager ("CM") Charles Perry Partners, Inc.
10150 Highland Manor Drive, #135
Tampa, FL 33610 (813) 979-9577

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	21,309,806.00 @ GMP Approval
General Conditions	3,330,330.00 @ GMP Approval
Overhead and Profit (CM Fee)	1,346,957.00 @ GMP Approval
Preconstruction	$72,800.00 (Approval July 26, 2023), Add 'l Preconstruction Early Procurement $6,719,944.00 (Approved Sept. 12, 2023)
Unforeseen Conditions	$1,360,516 @ GMP Approval
Bond	$596,949.00 @ GMP Approval
TOTAL	$34,737,302.00

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $1,346,957.00 @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ 3,330,330.00 @ GMP Approval

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of **45 %** @ GMP Approval of wages and 35% @ GMP Approval of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of **.635%** @ GMP Approval amount or the invoice amount and General Liability insurance will be charged at the rate of .526%@ GMP Approval amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of $72,800.00 - Preconstruction Agmt, $6,719,944.00 - Amendment 1,

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards (.04% @ GMP Approval)

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: _489685__

Exhibits

Exhibits "A" through "F" are attached for reference.

EXHIBIT B – REVISED DECEMBER 12, 2023

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Glenn Beck	General Superintendent	5%
Austin Weingart	Safety Director	5%
Randall Fitkin	Operations Manager	5%
Ned Flood	Sr. Project Manager	10%
Mike Price	Project Manager	100%
Carl Skinner	Project Supt. 1	100%
TBD	Assist. Supt's	50%
Evan Rizzetto	Asst Project Manager	100%
David Whitaker	Project Engineer	100%
Alberta Manikis	Project Coordinator	30%
Kim de Alvarez	Project Accountant	50%

EXHIBIT F – REVISED DECEMBER 12, 2023

A. Project Description:

a. Complete Renovation of existing facility

b. Demolish select structures

c. Building addition

d. Replace mechanical systems and associated piping

e. Improvements to plumbing systems and associated piping

f. Building envelope improvements including window and door systems

g. Improve Technology infrastructure

h. Improve Campus Safety/Security

i. Replace Life Safety Systems including fire alarm

j. Site improvements including storm water

k. Improve on-site traffic queuing

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Oneco Elementary School** Date: 11/15/2023

Contractor: **Charles Perry Partners, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
02C BUILDING AND SITE DEMOLITION	$172,950.00	
03A STRUCTURAL CONCRETE	$593,066.00	
04A MASONRY	$510,275.00	
05A STRUCTURAL & MISCELLANEOUS STEEL	$310,500.00	
06D DOOR AND HARDWARE INSTALLATION	$66,720.00	
07A CAULKING & WATERPROOFING	$106,335.00	
07B ROOFING	$3,111,000.00	
07D METAL WALL PANELS	$50,000.00	
08A FRAMES, DOORS & HARDWARE	$434,179.00	
08B WINDOWS & GLAZING	$1,695,600.00	
09A FRAMING, DRYWALL, INSULATION	$724,504.00	
09B STUCCO	$185,400.00	
09C ACOUSTICAL CEILINGS	$196,701.00	
09D PAINTING	$382,532.00	
09E FLOORING	$154,382.00	
09H TILE FLOORING	$121,709.00	
10A TOILET ACCESSORIES, FEC, CUBICLE T/C	$50,500.00	
10B SIGNAGE	$51,720.00	
10C VISUAL DISPLAY BOARDS	$31,200.00	
10E WALKWAY CANOPIES	$486,989.00	
10H FLAGPOLES	$8,800.00	
11B APPLIANCES	$11,300.00	
11C ATHLETIC EQUIPMENT	$90,237.00	
11G EQUIPMENT	$821.00	
12A CASEWORK	$85,557.00	
12C WINDOW TREATMENTS	$13,347.00	
13A SPECIAL CONSTRUCTION	$247,828.00	
21A FIRE SUPRESSION SYSTEM	$122,200.00	
22A PLUMBING	$939,010.00	
23A HVAC	$4,843,655.00	
26A ELECTRICAL, TECHNOLOGY	$4,957,260.00	
32B FENCING & GATES	$212,963.00	
32D LANDSCAPE & IRRAGATION	$215,570.00	
99C	$124,996.00	
Sub Total		**$21,309,806.00**
Early Procurement		
Pre-construction Agreement Amendment 1; Board Approved Date 09/12/2023	$6,719,944.00	
Sub Total		**$6,719,944.00**
General Conditions:		
General Conditions	$3,330,330.00	
Sub Total		**$3,330,330.00**
Overhead & Profit (Overall Project)		
Fee	$1,346,957.00	
Sub Total		**$1,346,957.00**
Pre-Construction Expenses		
Pre-construction Agreement Board Approved Date 07/26/2023	$72,800.00	
Sub Total		**$72,800.00**
Unforeseen Conditions:		
Contingency & Unforeseen	$1,360,516.00	
Sub Total		**$1,360,516.00**
Bond:		
Insurance & Bonding	$596,949.00	
Sub Total		**$596,949.00**
GMP TOTAL		**$34,737,302.00**

ONECO ELEMENTARY SCHOOL



CPPI

November 15, 2023

CPPI
CHARLES PERRY PARTNERS, INC

construction management | design build | general contracting

November 15, 2023

School District of Manatee County
Oneco Elementary School GMP
Bradenton, Florida

Re: Oneco Elementary School GMP

Charles Perry Partners, Inc. is pleased to present The School District of Manatee County with an estimate for the Oneco Elementary School GMP.

The scope of work is required for the construction of (2) new buildings and the renovation of (6) existing buildings with associated finishes, electrical, plumbing, mechanical, communication, and security systems. There will be an extension of the walkway canopies, new landscape and irrigation, new fencing and gates for the site. Existing buildings will receive new metal roofing on a hugger system and new exterior storefront and windows.

This GMP is based on the 100% Construction Documents provided by Zyscovich, Inc., dated August 21, 2023, addendum 3, dated September 6, 2023, and the accepted value engineering.
Based on these documents the cost provided is as follows:

Thirty-Four Million Seven Hundred Thirty-Seven Thousand Three Hundred Two Dollars

CPPI would like to thank you for the opportunity to be part of this project. If you have any questions or concerns, please don't hesitate to contact me at 239-851-2298 or janet.cole@cppi.com.

Sincerely,
Charles Perry Partners, Inc.

Janet Cole
Chief Estimator

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
02C	**BUILDING AND SITE DEMOLITION**				
	building 4 demo - complete interior, doors	1.00 ls	20,210.00 /ls	20,210	20,210
	building 2 demo - complete interior, doors	1.00 ls	36,500.00 /ls	36,500	36,500
	building 3 demo - acoustical, lighting and plumbing, select walls, doors	1.00 ls	45,900.00 /ls	45,900	45,900
	building 5 demo - acoustical, lighting and plumbing, select walls, doors	1.00 ls	45,000.00 /ls	45,000	45,000
	building 6 demo - acoustical, lighting and plumbing fixtures, doors	1.00 ls	21,240.00 /ls	21,240	21,240
	building 10 - demo wall at CEP	1.00 ls	4,100.00 /ls	4,100	4,100
	02C BUILDING AND SITE DEMOLITION		**/SF**	**172,950**	**172,950**
03A	**STRUCTURAL CONCRETE**				
	Building 1	1.00 ls	438,292.00 /ls	438,292	438,292
	Building 9	1.00 ls	83,111.00 /ls	83,111	83,111
	Building 2	1.00 ls	9,460.00 /ls	9,460	9,460
	Building 4	1.00 ls	42,553.00 /ls	42,553	42,553
	Concrete linear planter/bench / circular benches	1.00 ls	46,923.00 /ls	46,923	46,923
	VE - Concrete circular benches - building 1 - deduct per VE	(1.00) ls	25,000.00 /ls	(25,000)	(25,000)
	VE -Site canopy fountions - deduct - in ERP costs	(1.00) ls	45,440.00 /ls	(45,440)	(45,440)
	VE - Site dumpster wall foundation add	1.00 ls	6,091.00 /ls	6,091	6,091
	VE - Site CEP screen wall foundation add	1.00 ls	7,783.00 /ls	7,783	7,783
	VE - Site dumpster wall tie beam add	1.00 ls	5,656.00 /ls	5,656	5,656
	VE - Site CEP screen wall tie beam add	1.00 ls	6,887.00 /ls	6,887	6,887
	footings at sport court	1.00 ls	8,750.00 /ls	8,750	8,750
	Site - flagpole footing, bollards	1.00 ls	8,000.00 /ls	8,000	8,000
	03A STRUCTURAL CONCRETE		**/SF**	**593,066**	**593,066**
04A	**MASONRY**				
	Building 1	1.00 ls	329,271.00 /ls	329,271	329,271
	Building 9	4,244.00 blk	23.00 /blk	97,612	97,612
	Building 4	500.00 blk	23.00 /blk	11,500	11,500
	Trash Enclosure - site	500.00 blk	23.00 /blk	11,500	11,500
	Wall at CEP - building 10	435.00 blk	23.00 /blk	10,005	10,005
	building 3 - first floor walls	1,198.00 blk	23.00 /blk	27,554	27,554
	building 5 - first floor walls	1,133.00 blk	23.00 /blk	26,059	26,059
	Building 1 - CMU wall insulation - foam	1.00 ls	6,484.00 /ls	6,484	6,484
	Building 9 - CMU wall insulation - foam	1.00 ls	1,500.00 /ls	1,500	1,500
	Building 4 - CMU wall insulation - foam	1.00 ls	3,099.00 /ls	3,099	3,099
	Building 2 - CMU wall insulation - foam	1.00 ls	3,691.00 /ls	3,691	3,691
	VE - Deduct masonry portion of circular benches	(1.00) ls	18,000.00 /ls	(18,000)	(18,000)
	04A MASONRY		**/SF**	**510,275**	**510,275**
05A	**STRUCTURAL & MISCELLANEOUS STEEL**				
	Building 1 - joists/steel framing/columns/Decking	1.00 ls	273,000.00 /ls	273,000	273,000
	Building 9 - joists/Decking	1.00 ls	36,000.00 /ls	36,000	36,000
	Site - bollards at dumpster enclosure	1.00 ls	1,500.00 /ls	1,500	1,500
	05A STRUCTURAL & MISCELLANEOUS STEEL		**/SF**	**310,500**	**310,500**
06D	**DOOR AND HARDWARE INSTALLATION**				
	Install Doors and Hardware - buildings 4	1.00 ls	4,125.00 /ls	4,125	4,125
	Install Doors and Hardware - buildings 2	1.00 ls	6,050.00 /ls	6,050	6,050
	Install Doors and Hardware - buildings 1	1.00 ls	13,750.00 /ls	13,750	13,750
	Install Doors and Hardware - buildings 9	1.00 ls	2,475.00 /ls	2,475	2,475
	Install Doors and Hardware - buildings 6	1.00 ls	11,070.00 /ls	11,070	11,070
	Install Doors and Hardware - buildings 3	1.00 ls	7,255.00 /ls	7,255	7,255
	Install Doors and Hardware - buildings 5	1.00 ls	9,145.00 /ls	9,145	9,145
	Install Doors and Hardware - buildings 10	1.00 ls	1,650.00 /ls	1,650	1,650
	Door Protection	1.00 ls	11,200.00 /ls	11,200	11,

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
	06D DOOR AND HARDWARE INSTALLATION		**/SF**	**66,720**	**66,720**
07A	**CAULKING & WATERPROOFING**				
	Sealants/Caulking - bldg 1	1.00 ls	58,335.00 /ls	58,335	58,335
	Sealants/Caulking - bldg 2	1.00 ls	3,020.00 /ls	3,020	3,020
	Sealants/Caulking - bldg 3	1.00 ls	9,155.00 /ls	9,155	9,155
	Sealants/Caulking - bldg 4	1.00 ls	3,800.00 /ls	3,800	3,800
	Sealants/Caulking - bldg 5	1.00 ls	10,055.00 /ls	10,055	10,055
	Sealants/Caulking - bldg 6	1.00 ls	4,100.00 /ls	4,100	4,100
	Sealants/Caulking - bldg 9	1.00 ls	17,870.00 /ls	17,870	17,870
	07A CAULKING & WATERPROOFING		**/SF**	**106,335**	**106,335**
07B	**ROOFING**				
	building 6 - metal roofing, Hugger system	1.00 ls	770,940.00 /ls	770,940	770,940
	building 4 - metal roofing, Hugger system	1.00 ls	276,140.00 /ls	276,140	276,140
	building 2 - metal roofing, Hugger system	1.00 ls	376,910.00 /ls	376,910	376,910
	building 3 - metal roofing, Hugger system	1.00 ls	699,030.00 /ls	699,030	699,030
	building 5 - metal roofing, Hugger system	1.00 ls	699,030.00 /ls	699,030	699,030
	building 10 - metal roofing, Hugger system	1.00 ls	61,000.00 /ls	61,000	61,000
	Building 1 roof - TPO	1.00 ls	381,550.00 /ls	381,550	381,550
	Building 9 roof - TPO	1.00 ls	56,400.00 /ls	56,400	56,400
	Single Ply flat roofs building 6	1.00 ls	68,000.00 /ls	68,000	68,000
	VE - Soffit replacement - deduct	(1.00) ls	318,000.00 /ls	(318,000)	(318,000)
	VE - Soffit repairs only - 40,000 allowance	1.00 allow	40,000.00 /allow	40,000	40,000
	07B ROOFING		**/SF**	**3,111,000**	**3,111,000**
07D	**METAL WALL PANELS**				
	VE - metal wall panels	***0.00 ls***	***0.00 /ls***	***0***	***0***
	VE - Metal wall panels repairs only allowance	1.00 allow	50,000.00 /allow	50,000	50,000
	07D METAL WALL PANELS		**/sf**	**50,000**	**50,000**
08A	**FRAMES, DOORS & HARDWARE**				
	Building 4 - new doors, frames, hardware	1.00 ls	35,036.00 /ls	35,036	35,036
	Building 2 - new doors, frames (door/window), hardware	1.00 ls	46,007.00 /ls	46,007	46,007
	Building 1 - new doors, frames, hardware	1.00 ls	113,526.00 /ls	113,526	113,526
	VE - Door contractor discount	(1.00) ls	6,500.00 /ls	(6,500)	(6,500)
	Building 9 - new doors, frames, hardware	1.00 ls	26,656.00 /ls	26,656	26,656
	Finish Hardware for building 6	1.00 ls	78,754.00 /ls	78,754	78,754
	Building 3 - finish hardware, select frames	1.00 ls	56,122.00 /ls	56,122	56,122
	Building 5 - finish hardware, select frames	1.00 ls	69,932.00 /ls	69,932	69,932
	Building 10 - new doors, frames, hardware	1.00 ls	14,646.00 /ls	14,646	14,646
	08A FRAMES, DOORS & HARDWARE		**/SF**	**434,179**	**434,179**
08B	**WINDOWS & GLAZING**				
	Building 1 - clear anodized (per RFI response)	1.00 ls	249,600.00 /ls	249,600	249,600
	Building 2	1.00 ls	106,500.00 /ls	106,500	106,500
	Building 3	1.00 ls	581,500.00 /ls	581,500	581,500
	Building 4	1.00 ls	66,900.00 /ls	66,900	66,900
	Building 5	1.00 ls	581,500.00 /ls	581,500	581,500
	Building 6	1.00 ls	145,400.00 /ls	145,400	145,400
	Building 9	1.00 ls	5,100.00 /ls	5,100	5,100
	Envelope Consultant / water testing - allowance	1.00 allow	50,000.00 /allow	50,000	50,000
	Demo of existing windows/protection - in demo	(1.00) ls	40,500.00 /ls	(40,500)	(40,500)
	Waterproofing for openings - in WP	(1.00) ls	47,000.00 /ls	(47,000)	(47,000)
	VE - Glazing contractor discount	(1.00) ls	52,000.00 /ls	(52,000)	(52,000)
	10 year warranty	1.00 ls	38,600.00 /ls	38,600	38,600
	Blocking allowance	1.00 allow	10,000.00 /allow	10,000	10,000
	08B WINDOWS & GLAZING		**/SF**	**1,695,600**	**1,695,600**
09A	**FRAMING, DRYWALL, INSULATION**				
	Building 1	1.00 ls	363,797.00 /ls	363,797	363,797
	Building 2	1.00 ls	101,277.00 /ls	101,277	101,...
	Building 3	1.00 ls	30,417.00 /ls	30,417	30,...

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
09A	**FRAMING, DRYWALL, INSULATION**				
	Building 4	1.00 ls	68,330.00 /ls	68,330	68,330
	Building 5	1.00 ls	59,429.00 /ls	59,429	59,429
	Building 6	1.00 ls	61,287.00 /ls	61,287	61,287
	Building 9	1.00 ls	39,967.00 /ls	***39,967***	39,967
	09A FRAMING, DRYWALL, INSULATION		**/SF**	**724,504**	**724,504**
09B	**STUCCO**				
	Building 1 - stucco/waterproofing	1.00 ls	62,900.00 /ls	62,900	62,900
	Building 9 - stucco/waterproofing	1.00 ls	16,500.00 /ls	16,500	16,500
	Stucco repairs - building 2 allowance	1.00 Allow	15,000.00 /Allow	15,000	15,000
	Stucco repairs - building 3 allowance	1.00 Allow	20,000.00 /Allow	20,000	20,000
	Stucco repairs - building 4 allowance	1.00 Allow	30,000.00 /Allow	30,000	30,000
	Stucco repairs - building 5 allowance	1.00 Allow	20,000.00 /Allow	20,000	20,000
	Stucco repairs - building 6 allowance	1.00 Allow	10,000.00 /Allow	10,000	10,000
	Wall at CEP - one side	1.00 ls	4,500.00 /ls	4,500	4,500
	Trash enclosure - one side	1.00 ls	2,500.00 /ls	2,500	2,500
	Stucco at linear bench	1.00 ls	4,000.00 /ls	4,000	4,000
	09B STUCCO		**/SF**	**185,400**	**185,400**
09C	**ACOUSTICAL CEILINGS**				
	Building 1	1.00 ls	32,360.00 /ls	32,360	32,360
	Building 2	1.00 ls	21,490.00 /ls	21,490	21,490
	Building 3	1.00 ls	83,370.00 /ls	83,370	83,370
	Building 4	1.00 ls	12,800.00 /ls	12,800	12,800
	Building 5	1.00 ls	78,100.00 /ls	78,100	78,100
	Building 6 - NA - Ceiling to remain per plans	***1.00 ls***	***0.00 /ls***	***0***	***0***
	Building 9	1.00 ls	2,550.00 /ls	2,550	2,550
	Building 1 - AP 1 and 2 - 3 form	1.00 ls	12,720.00 /ls	12,720	12,720
	Building 1 - ACP 1, 2, 3 - Filzfelt	1.00 ls	37,780.00 /ls	37,780	37,780
	Building 1 - AWP - Tree shape wall panels	1.00 ls	28,560.00 /ls	28,560	28,560
	VE - Building 3 - replace 30% of ACT damaged tile	(1.00) ls	58,359.00 /ls	(58,359)	(58,359)
	VE - Building 5 - replace 30% of ACT damaged tile	(1.00) ls	54,670.00 /ls	(54,670)	(54,670)
	09C ACOUSTICAL CEILINGS		**/SF**	**196,701**	**196,701**
09D	**PAINTING**				
	Building 1 - painting/sealed concrete	1.00 ls	62,044.00 /ls	62,044	62,044
	Building 2 - painting/sealed concrete	1.00 ls	23,320.00 /ls	23,320	23,320
	Building 3 - painting/sealed concrete	1.00 ls	48,752.00 /ls	48,752	48,752
	Building 4 - painting/sealed concrete	1.00 ls	18,440.00 /ls	18,440	18,440
	Building 5 - painting/sealed concrete	1.00 ls	51,488.00 /ls	51,488	51,488
	Building 6 - painting/sealed concrete	1.00 ls	41,600.00 /ls	41,600	41,600
	Building 9 - painting/sealed concrete	1.00 ls	19,542.00 /ls	19,542	19,542
	Building 10 - painting	1.00 ls	6,416.00 /ls	6,416	6,416
	Site - paint trash enclosure one side	1.00 ls	680.00 /ls	680	680
	Building 10 - paint CEP screen wall one side	1.00 ls	3,500.00 /ls	3,500	3,500
	Building 3 - paint wall panels - VE log	1.00 ls	3,406.00 /ls	3,406	3,406
	Building 5 - paint wall panels - VE log	1.00 ls	3,406.00 /ls	3,406	3,406
	Building 6 - paint wall panels - VE log	1.00 ls	696.00 /ls	696	696
	Graphic wall allowance	1.00 allow	30,000.00 /allow	30,000	30,000
	Addendum 3	1.00 ls	69,242.00 /ls	69,242	69,242
	09D PAINTING		**/SF**	**382,532**	**382,532**
09E	**FLOORING**				
	building 1	1.00 ls	56,203.00 /ls	56,203	56,203
	building 2	1.00 ls	50,854.00 /ls	50,854	50,854
	building 3	***1.00 ls***	***0.00 /ls***	***0***	***0***
	building 4	1.00 ls	40,290.00 /ls	40,290	40,290
	building 5	***1.00 ls***	***0.00 /ls***	***0***	***0***
	building 6	1.00 ls	3,554.00 /ls	3,554	3,554
	building 9	1.00 ls	3,481.00 /ls	3,481	3,

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
	09E FLOORING		**/SF**	**154,382**	**154,382**
09H	**TILE FLOORING**				
	Building 1	1.00 ls	16,048.00 /ls	16,048	16,048
	Building 2	1.00 ls	15,286.00 /ls	15,286	15,286
	Building 3	1.00 ls	19,477.00 /ls	19,477	19,477
	Building 4	1.00 ls	10,975.00 /ls	10,975	10,975
	Building 5	1.00 ls	29,922.00 /ls	29,922	29,922
	Building 9	1.00 ls	10,001.00 /ls	10,001	10,001
	window sill allowance	1.00 allow	20,000.00 /allow	20,000	20,000
	09H TILE FLOORING	**77,514.00 sf**	**1.57 /sf**	**121,709**	**121,709**
10A	**TOILET ACCESSORIES, FEC, CUBICLE T/C**				
	Building 1	1.00 ls	12,600.00 /ls	12,600	12,600
	Building 2	1.00 ls	4,000.00 /ls	4,000	4,000
	Building 3	1.00 ls	9,800.00 /ls	9,800	9,800
	Building 4	1.00 ls	2,800.00 /ls	2,800	2,800
	Building 5	1.00 ls	10,000.00 /ls	10,000	10,000
	Building 6	1.00 ls	3,000.00 /ls	3,000	3,000
	Building 9	1.00 ls	2,100.00 /ls	2,100	2,100
	Site - Bike Racks	1.00 ls	3,450.00 /ls	3,450	3,450
	Corner Guards Building 1	1.00 ea	1,650.00 /ea	1,650	1,650
	Corner Guards Building 2	1.00 ea	1,100.00 /ea	1,100	1,100
	ID-201 - Panaz Curtain Fabric see alternate	***0.00 allow***	***0.00 /allow***	***0***	***0***
	10A TOILET ACCESSORIES, FEC, CUBICLE T/C		**/SF**	**50,500**	**50,500**
10B	**SIGNAGE**				
	Relocate Monument Sign	1.00 ls	5,000.00 /ls	5,000	5,000
	Building 1	1.00 ls	13,356.00 /ls	13,356	13,356
	Building 2	1.00 ls	2,915.00 /ls	2,915	2,915
	Building 3	1.00 ls	7,290.00 /ls	7,290	7,290
	Building 4	1.00 ls	2,355.00 /ls	2,355	2,355
	Building 5	1.00 ls	8,130.00 /ls	8,130	8,130
	Building 6	1.00 ls	5,155.00 /ls	5,155	5,155
	Building 9 and 10	1.00 ls	2,505.00 /ls	2,505	2,505
	tax	1.00 ls	2,365.00 /ls	2,365	2,365
	addendum 3	1.00 ls	2,649.00 /ls	2,649	2,649
	10B SIGNAGE		**/SF**	**51,720**	**51,720**
10C	**VISUAL DISPLAY BOARDS**				
	Building 1	1.00 ls	10,400.00 /ls	10,400	10,400
	Building 2	1.00 ls	12,200.00 /ls	12,200	12,200
	Building 4	1.00 ls	8,600.00 /ls	8,600	8,600
	10C VISUAL DISPLAY BOARDS		**/SF**	**31,200**	**31,200**
10E	**WALKWAY CANOPIES**				
	New walkway canopies - site	1.00 ls	486,989.00 /ls	486,989	486,989
	10E WALKWAY CANOPIES		**/SF**	**486,989**	**486,989**
10H	**FLAGPOLES**				
	Subcontractor, Flag Poles - site	1.00 EA	8,800.00 /EA	8,800	8,800
	10H FLAGPOLES		**/SF**	**8,800**	**8,800**
11B	**APPLIANCES**				
	Bottom freezer Refrigerator - Building 1 (per spec)	2.00 EA	1,825.00 /EA	3,650	3,650
	Washer - Building 9	1.00 EA	1,500.00 /EA	1,500	1,500
	Dryer - Building 9	1.00 EA	2,500.00 /EA	2,500	2,500
	Top mounted Freezer Refrigerator - Building 1 (per spec)	2.00 EA	1,825.00 /EA	3,650	3,650
	11B APPLIANCES		**/SF**	**11,300**	**11,300**
11C	**ATHLETIC EQUIPMENT**				
	Exterior Basketball Backboard Assembly	1.00 ls	11,896.00 /ls	11,896	11,896
	Athletic Equipment - volleyball	1.00 ls	2,879.00 /ls	2,879	2,879
	Rubber surfacing	1.00 ls	99,216.00 /ls	99,216	99,216

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
11C	**ATHLETIC EQUIPMENT**				
	VE - engineered fiber ilo rubber surface (-99,216+24532)	(1.00) ls	74,684.00 /ls	(74,684)	(74,684)
	Sport Cort Surfacing	1.00 ls	15,930.00 /ls	15,930	15,930
	Reinstall playground equipment allowance	1.00 allow	35,000.00 /allow	35,000	35,000
	11C ATHLETIC EQUIPMENT		**/SF**	**90,237**	**90,237**
11G	**EQUIPMENT**				
	cord reels	1.00 ls	821.00 /ls	821	821
	11G EQUIPMENT		**/sf**	**821**	**821**
12A	**CASEWORK**				
	Building 1	1.00 LS	55,160.00 /LS	55,160	55,160
	Building 2	1.00 LS	14,922.00 /LS	14,922	14,922
	Building 4	1.00 LS	12,205.00 /LS	12,205	12,205
	Building 1 - addendum 3 changes	1.00 LS	3,270.00 /LS	3,270	3,270
	12A CASEWORK		**/SF**	**85,557**	**85,557**
12C	**WINDOW TREATMENTS**				
	Blinds for bldgs 1 windows - Vertical	1.00 ls	7,719.00 /ls	7,719	7,719
	Blinds for bldgs 9 - Vertical	1.00 ls	258.00 /ls	258	258
	Blinds for replaced windows for bldgs 6 - NA	***0.00 SF***	***0.00 /SF***	***0***	***0***
	Blinds for replaced windows for bldgs 4	1.00 ls	2,033.00 /ls	2,033	2,033
	Blinds for replaced windows for bldgs 2	1.00 ls	3,337.00 /ls	3,337	3,337
	Blinds for replaced windows for bldgs 3 - NA	***0.00 SF***	***0.00 /SF***	***0***	***0***
	Blinds for replaced windows for bldgs 5 - NA	***0.00 SF***	***0.00 /SF***	***0***	***0***
	12C WINDOW TREATMENTS		**/SF**	**13,347**	**13,347**
13A	**SPECIAL CONSTRUCTION**				
	PEMB - Covered Play Area - building 9	1.00 ls	247,828.00 /ls	247,828	247,828
	13A SPECIAL CONSTRUCTION		**/SF**	**247,828**	**247,828**
21A	**FIRE SUPRESSION SYSTEM**				
	Building 1	1.00 ls	47,400.00 /ls	47,400	47,400
	Building 9	1.00 ls	14,600.00 /ls	14,600	14,600
	building 4	1.00 ls	14,100.00 /ls	14,100	14,100
	Building 2	1.00 ls	26,100.00 /ls	26,100	26,100
	VE - building 3 - for minor repairs - allowance	1.00 allow	10,000.00 /allow	10,000	10,000
	VE - building 5 - for minor repairs - allowance	1.00 allow	10,000.00 /allow	10,000	10,000
	21A FIRE SUPRESSION SYSTEM		**/SF**	**122,200**	**122,200**
22A	**PLUMBING**				
	Building 6 - fixture replacement only	1.00 ls	56,925.00 /ls	56,925	56,925
	Building 4 Plumbing	1.00 ls	160,600.00 /ls	160,600	160,600
	Building 2 Plumbing	1.00 ls	197,375.00 /ls	197,375	197,375
	Building 1 Plumbing	1.00 ls	246,875.00 /ls	246,875	246,875
	Building 9 Plumbing	1.00 ls	127,650.00 /ls	127,650	127,650
	Building 3 - fixture replacement - ADA	1.00 ls	99,550.00 /ls	99,550	99,550
	Building 5 - fixture replacement - ADA	1.00 ls	122,500.00 /ls	122,500	122,500
	Building 10	1.00 ls	40,825.00 /ls	40,825	40,825
	VE - 60% of Plumbing fixtures in 3, 5, 6 to be replaced	(1.00) ls	111,590.00 /ls	(111,590)	(111,590)
	Building 4 - delete sink in stem lab - per addendum 3	(1.00) ls	1,700.00 /ls	(1,700)	(1,700)
	22A PLUMBING		**/SF**	**939,010**	**939,010**
23A	**HVAC**				
	Building 1	1.00 ls	481,700.00 /ls	481,700	481,700
	Building 2 - renovation	1.00 ls	222,000.00 /ls	222,000	222,000
	Building 3 - renovation	1.00 ls	647,500.00 /ls	647,500	647,500
	Building 4 - renovation	1.00 ls	203,500.00 /ls	203,500	203,500
	Building 5 - renovation	1.00 ls	667,000.00 /ls	667,000	667,000
	Building 6 - renovation	1.00 ls	1,537,000.00 /ls	1,537,000	1,537,000
	Building 9	1.00 ls	61,000.00 /ls	61,000	61,000
	Building 10 - CEP (Chiller, AHUs, VFD, install only) (Boiler, Pumps F&I)	1.00 ls	489,000.00 /ls	489,000	489,000
	site	1.00 ls	770,000.00 /ls	770,000	770,000

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
23A	HVAC				
	VE - 10 year service agreement - take out add	*0.00 ls*	*0.00 /ls*	*0*	*0*
	VE - Reduce controls scope - (amersco narrative)	(1.00) ls	107,700.00 /ls	(107,700)	(107,700)
	VE - Tangential air separator ilo specified	(1.00) ls	5,140.00 /ls	(5,140)	(5,140)
	VE - utilize duct wrap ilo duct board on exp mech room	(1.00) ls	48,000.00 /ls	(48,000)	(48,000)
	VE - remove mini splits service electrical rooms	(1.00) ls	28,392.00 /ls	(28,392)	(28,392)
	VE - remove fire dampers bldg 3 and 5 smoke partitions	(1.00) ls	8,160.00 /ls	(8,160)	(8,160)
	VE - reduce fire dampers at IDF rooms	(1.00) ls	1,503.00 /ls	(1,503)	(1,503)
	VE - reduce fire dampers at electrical room DW penetrations	(1.00) ls	1,289.00 /ls	(1,289)	(1,289)
	VE - remove mini split at dry storage MS-6-1-3	(1.00) ls	5,683.00 /ls	(5,683)	(5,683)
	VE - reuse diffusers and flex DW in bldgs 3 and 5	(1.00) ls	29,178.00 /ls	(29,178)	(29,178)
	23A HVAC		/SF	4,843,655	4,843,655
26A	ELECTRICAL, TECHNOLOGY				
	Building 1	1.00 ls	1,066,212.00 /ls	1,066,212	1,066,212
	Building 2	1.00 ls	401,562.00 /ls	401,562	401,562
	Building 3	1.00 ls	812,536.00 /ls	812,536	812,536
	Building 4	1.00 ls	308,191.00 /ls	308,191	308,191
	Building 5	1.00 ls	810,767.00 /ls	810,767	810,767
	Building 6	1.00 ls	565,973.00 /ls	565,973	565,973
	Building 9	1.00 ls	199,258.00 /ls	199,258	199,258
	Building 10	1.00 ls	393,661.00 /ls	393,661	393,661
	Site, Canopy	1.00 ls	330,781.00 /ls	330,781	330,781
	DAS allowance	1.00 allow	230,000.00 /allow	230,000	230,000
	Wireless masterclock system	1.00 ls	23,100.00 /ls	23,100	23,100
	Building 1 - CCTV pipe grid	1.00 ls	22,130.00 /ls	22,130	22,130
	VE - deduct lightning protection bldgs 2, 3, 4, 5, 6, 10	(1.00) ls	96,200.00 /ls	(96,200)	(96,200)
	VE - deduct lightning protection on walkway covers	(1.00) ls	16,545.00 /ls	(16,545)	(16,545)
	VE - deduct electrical removing mini splits service elect rm	(1.00) ls	3,914.00 /ls	(3,914)	(3,914)
	VE - Sesco ve package	(1.00) ls	131,522.00 /ls	(131,522)	(131,522)
	bond	1.00 ls	41,270.00 /ls	41,270	41,270
	26A ELECTRICAL, TECHNOLOGY		/SF	4,957,260	4,957,260
32B	FENCING & GATES				
	Fencing and Gates	1.00 ls	258,656.00 /ls	258,656	258,656
	VE - deduct BV chain link around pond ilo ornamental	(1.00) ls	45,693.00 /ls	(45,693)	(45,693)
	32B FENCING & GATES		/SF	212,963	212,963
32D	LANDSCAPE & IRRAGATION				
	Landscaping	1.00 ls	180,570.00 /ls	180,570	180,570
	Allowance for sod at disturbed areas	1.00 ls	15,000.00 /ls	15,000	15,000
	Allowance for well/pump	1.00 allow	20,000.00 /allow	20,000	20,000
	32D LANDSCAPE & IRRAGATION		/SF	215,570	215,570
99C					
	Final Cleaning 1	10,700.00 sf	0.50 /sf	5,350	5,350
	Final Cleaning 9	1,600.00 sf	0.50 /sf	800	800
	Final Cleaning 4	4,385.00 sf	0.50 /sf	2,193	2,193
	Final Cleaning 2	6,798.00 sf	0.50 /sf	3,399	3,399
	Final Cleaning 6 - clean and wax floors	17,673.00 sf	0.50 /sf	8,837	8,837
	Final Cleaning 3 - clean and wax floors	1.00 sf	9,740.00 /sf	9,740	9,740
	Final Cleaning 5 - clean and wax floors	1.00 sf	9,746.00 /sf	9,746	9,746
	Final Cleaning 10	943.00 sf	0.50 /sf	472	472
	Move furniture in and out of portables -site	1.00 allow	40,000.00 /allow	40,000	40,000
	survey - 1	1.00 LS	2,760.00 /LS	2,760	2,760
	survey - 9	1.00 LS	1,150.00 /LS	1,150	1,150
	survey - 4	1.00 ls	4,600.00 /ls	4,600	4,600
	Survey - site	1.00 ls	35,950.00 /ls	35,950	35,950
	99C			124,996	124,996

pckge	Description	Takeoff Quantity	Sub Cost/Unit	Sub Amount	Total Amount
				21,309,806	**21,309,806**

Estimate Totals

Description	Amount	Totals	Rate
subtotal cost of work		**21,309,806**	
Sub Bonds/SDI	287,682		
General Requirements	747,587		
Staffing	2,295,061		
	3,330,330	**24,640,136**	
overhead and fee	1,346,957		
	1,346,957	**25,987,093**	
Safety	11,037		
general liability 06.05.2020	145,136		
builder's risk coastal	265,565		
P&P Bond	175,211		
subtotal ins, bonding	**596,949**	**26,584,042**	
VE-reduced const. contingency to 2.5%	532,745		
unforseen conditions	827,771		
	1,360,516	**27,944,558**	
cm preconstruction services	72,800		
	72,800	**28,017,358**	
Early Release Package LS	6,719,944		
Total		**34,737,302**	

AGENDA ITEM NO. 11.22

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and TLC Engineering Solutions, which will provide Mechanical, Electrical, and Plumbing Commissioning Services for the Oneco Elementary School Addition and Renovation project. The Commissioning Process is required by the Florida Building Code, 7th Edition (2020) Energy Conservation Section C408, and is a quality-focused process for enhancing the delivery of the project that verifies and documents that all the commissioned systems and assemblies are planned, designed, installed, and tested to meet the owner's project requirements.

Oneco Elementary School Classroom Addition and Renovation Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Oneco Elementary School - Addition and Renovation - Agreement Between Owner and TLC Engineering Solutions, in the amount of $67,500.00. (Capital Funds)

Financial Impact
The fee for the Mechanical, Electrical, and Plumbing Services Commissioning Services at Oneco Elementary School is $67,500.00 and is included in the total project budget requirement of $39,514,846.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Oneco ES Addition and Renovation Project Summary Sheet
Oneco Add and Reno - Commissioning PS Agmt

ONECO ELEMENTARY SCHOOL ADDITION AND RENOVATION PROJECT

PROJECT DIRECTOR: Jeff Medwetz
PROJECT ASSISTANT: Tina Lundy

ARCHITECT/ENGINEER:	Zyscovich, LLC.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Science/GFA	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	39,514,846.00	(12/12/2023) COPS Funding Relocation
	$	34,150,000.00	(7/27/2022) Revised Project Budget
	$	28,300,000.00	(8/26/2021) Original Project Budget

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the admininstration/reception office for improved campus entry.

SCOPE: The scope of work includes but is not be limited to the complete renovation of the existing facility; demolition of two minor non-student station-capacity buildings; replacement of mechanical systems and associated piping; replacement of plumbing systems and associated piping; improvements to building envelope including window, door, and insulation systems; improvement of technology infrastructure; enhancement of campus safety; replacement of Life Safety Systems including fire alarm; improvement of site drainage; and improvement of on-site traffic queuing.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 1,678,768.00	July 26, 2022	Approved	Architectural / Engineering Services
TOTAL	$ 1,678,768.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 72,800.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 6,719,944.00	September 12, 2023	Approved	Add'l Pre-Con Services - Early Material Procurement
Amendment 2:	$ 27,944,558.00	December 12, 2023	Pending	Guaranteed Maximum Price
TOTAL	$ 34,737,302.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 196,100.00	March 28, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 196,100.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 67,500.00	December 12, 2023	Pending	Mechanical, Electrical and Plubming Commissioning
TOTAL	$ 67,500.00			

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, (Owner) and TLC ENGINEERING SOLUTIONS, a Florida corporation, (Consultant), whose address is 4890 W. KENNEDY BLVD., STE 250, TAMPA, FL, 33609. Consultant is prequalified by Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

WITNESSETH, that Owner and Consultant in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Consultant shall perform and render all services as described in Exhibit A (Work) and in furtherance of the following:

CONTRACT #:	404
PROJECT NAME:	Oneco Elementary School - Addition and Renovation
LOCATION:	5214 22nd St Ct E Bradenton, Florida 34203 Manatee County, Florida
PROJECT BUDGET:	$ 34,150,000.00
SERVICES:	Mechanical, Electrical, and Plumbing systems commissioning services, per TLC Engineering Solutions proposal dated September 28, 2023, attached hereto and incorporated herein by reference

2. **Effective Date and Work Term:** For the purposes of this Agreement, the Effective Date shall be the date upon which the Agreement is executed by Owner. Consultant's obligation to perform the Work shall commence on the date indicated in the Notice to Proceed issued by Owner's Representative and will terminate upon Final Completion and acceptance and final payment by Owner.

3. **Compensation:** Owner has authorized an amount not to exceed **$ 67,500.00** which shall constitute the maximum amount due under this Agreement to Consultant for services rendered. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4. **Exhibits:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

   Exhibit A – Letter from Consultant (the Work)

   In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

5. **Payment Terms:** Owner shall comply with the Local Government Prompt Payment Act (Sections. 218.70-218.80, Florida Statutes) for all payments pursuant to this Agreement. Unless otherwise required by the Local Government Prompt Payment Act, invoices shall be paid by Owner net 30 days. Invoices must include the contract number prominently displayed in order to receive payment. Payments will be made only to Consultant.

6. **Standard of Care**: Consultant shall be responsible to Owner for the acts and omission of Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by Consultant, or are otherwise wrongful or unlawful. The Work shall be completed in accordance with any applicable Federal, State, County, or City laws, orders, codes, ordinances or amendments that may be in existence.

7. **Safety & Security:** Consultant agrees, for both itself and all of its Sub-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.

8. **Prohibition Against Contingent Fees:** By signing this Agreement, Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9. **Truth-In-Negotiation:** If this Agreement involves a lump-sum or cost-plus-a-fixed-fee over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, by signing this Agreement, Consultant certifies in accordance with Section 287.055, Florida Statutes, that the 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. Owner and Consultant further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the Agreement.

10. **Substantial Completion:** The term "substantial completion" shall mean that the Work is sufficiently completed in accordance with the Agreement, so that Owner can occupy or utilize the completed product or project or designated portions thereof for the use for which it is intended, as expressed in the Agreement.

11. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The Work is substantially complete.
    b. The issuance of a completion certificate by Owner's Representative.
    c. Owner takes possession of all of Consultant's work product and other deliverables related to the Work.

12. **Termination for Cause:** Consultant 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 the Work under the Agreement within the time specified; (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors; (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaching this Agreement. Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party must provide written notice of the material breach and a seven (7) day cure period. Payments made to Consultant or recoveries by Owner under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, Owner may unilaterally terminate this Agreement for refusal by the Consultant 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 Consultant in conjunction with this Agreement.

13. **Termination for Convenience:** Upon not less than 7 days advance written notice, Owner may terminate this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, Consultant shall be entitled to payment and profit for services completed to the time of termination only together with any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on services not required to be performed, or attorneys' or legal fees and costs. Owner, in its sole and reasonable discretion shall determine the percentage of Work completed. Upon termination as set forth herein, Consultant shall deliver to Owner all documents including all papers, plans, records, files, drawings, calculations, models and other materials in Consultant's possession or control arising out of or relating to this Agreement. All such documents submitted to Owner at the time of termination may be used by Owner for the purpose of completing the Work and other purposes set forth in this Agreement. Consultant may terminate this Agreement upon not less than 7 days advance written notice to Owner, which identifies the specific reason for termination, should Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of Consultant. Owner and Consultant may terminate this Agreement by mutual written agreement.

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

    a. Keep and maintain public records required by Owner to perform pursuant to the Agreement.
    b. Upon request from Owner's custodian of public records (identified below), 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 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to Owner.

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

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

15. **Minority, Small, and Women Owned Business**: Owner encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Consultant agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities.

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

17. **Governing Law and Venue:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Notwithstanding the foregoing, any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall first be submitted to non-binding arbitration before the American Arbitration Association. Should the parties be unable to resolve any dispute through non-binding arbitration, the parties agree that venue

shall then lie exclusively with the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

18. **Legal Fees and Costs:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

19. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

20. **Input and Interpretation:** Each party has had equal input into the drafting of this Agreement and in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Consultant or Owner, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

21. **Notice; Electronic Communications:** Any and all notices, approvals, claims, consents, demands, requests or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Consultant:	TLC Engineering Solutions Attention: Matthew J. Wiechart, PE 4890 W. Kennedy Blvd. Ste 250 Tampa, FL 33609
If mailed to Owner:	The School District of Manatee County, Florida Attention: Superintendent P.O. Box 9069 Bradenton, Florida 34206
If hand-delivered to Owner:	The School District of Manatee County, Florida Attention: Superintendent 215 Manatee Avenue West Bradenton, Florida 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

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

23. **Time of the Essence:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

24. **Waiver:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

25. **Employment Eligibility Verification (E-VERIFY):** By entering into this Agreement, Owner and Consultant understand and agree to comply with the provisions of Section 448.095, Florida Statutes. Consultant affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide Consultant with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Consultant shall maintain a copy of all such affidavits for the duration of the Agreement.

    Consultant verifies its compliance with the E-Verify System by listing its E-Verify System Number on this Agreement; or by signature and submission of this Agreement, Consultant asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by Section 448.095, Florida Statutes.

    The Consultant will require all subcontractors who work on this Agreement to use the E-Verify System for any subcontracted employees hired during this Agreement. The Consultant 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 Consultant will maintain and provide the subcontractor's affidavits to Owner on request during this Agreement.

    Termination: With good faith belief that the Consultant knowingly violated this section, Owner will terminate the Agreement. Further, with good faith believe that the

subcontractor knowingly violated this section, Owner will promptly notify the Consultant and the Consultant will immediately terminate the Consultant's contract with the subcontractor. If this Agreement is terminated for noncompliance with these E-Verify provisions, such termination is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Consultant is liable for any additional costs incurred by Owner 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 Consultant will be barred from any other contracts with Owner for at least one year after the date the Agreement was terminated.

CONSULTANT E-VERIFY NUMBER: 161513

26. **Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Consultant certifies that Consultant will comply with the record retention requirements detailed in 2 CFR §200.334. Consultant further certifies that Consultant will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

27. **Indemnification:** Consultant shall indemnify and hold harmless Owner, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Owner, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Consultant, its employees, officers and agents to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by or utilized by Consultant. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

28. **Insurance:** Within 10 days after the Effective Date of this Agreement, Consultant shall, at Consultant's sole expense, procure, maintain and keep in force the following amounts and types of insurance:

    a. Professional liability insurance with coverage for the acts and omissions, including any negligent act, error, mistakes, or omission in rendering or failing to render professional services described in this Agreement, 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.
    b. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, if required.
    c. Employer's Liability Insurance in an amount not less than $1,000,000.00 per

occurrence.

d. Comprehensive General Liability Insurance in an amount equal to or greater than
e. $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.
f. If policy is on a "CLAIMS MADE" basis, Consultant'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.
g. 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.
h. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by Owner's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Consultant shall immediately notify Owner upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Consultant shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the Owner's Risk Manager. Owner shall be under no obligation to pay Consultant for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

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

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

31. **Scrutinized Companies that Boycott Israel:** Pursuant to Section 287.135, Florida Statutes, Owner is ineligible to enter into, or renew, any Agreement with Consultant if

Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Consultant certifies that Consultant is not on the Scrutinized Companies that Boycott Israel List, and that Consultant is not engaged in a boycott of Israel. Consultant shall notify Owner if, at any time during the term of the Agreement, Consultant is placed on the Scrutinized Companies that Boycott Israel List, or that Consultant is engaged in a boycott of Israel. Such notification shall be in writing and provided by Consultant to Owner within ten (10) days of the date of such occurrence. In the event Owner determines, using credible information available to the public, that Consultant has submitted a false certification or Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, Owner may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Consultant, pursuant to Section 287.135, Florida Statutes. In addition, Owner may pursue any and all other legal remedies against Consultant. Consultant shall not seek damages, fees, or costs against Owner in the event Owner terminates the Agreement pursuant to this provision.

32. **Representatives:** The following individuals shall serve as each party's respective representative and are hereby authorized by their respective party to administer this Agreement on behalf of the respective party:

Consultant: Andy W. Moore, as Senior Associate/Senior Engineer/Mechanical

Owner: Jeffery Medwetz, as Project Director

33. **Entire Agreement:** This Agreement and its Exhibits constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and Owner shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein. 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.

34. **Assignability:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

35. **Amendments:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

36. **Authority to Execute:** The individual executing this Agreement on behalf of the Consultant is duly and fully authorized to execute this Agreement on behalf of the Consultant and to bind the Consultant to each and every condition and covenant of the Agreement.

SIGNATURES:

CONSULTANT:

Signature — November 22, 2023 (Date)

Matthew J. Wiechart, PE (Type or Print Name) — Managing Principal (Title)

TLC Engineering Solutions (Business/Company Name) — (813)281-8416 Ext. 1523 (Phone)

4890 W. Kennedy Blvd. Ste 250 (Address) — N/A (Fax)

Tampa, FL 33609 (City, State, Zip) — matthew.wiechart@tlc-eng.com (Email)

OWNER:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Project Director — 11/27/2023 (Date)

William Horton — 11/27/2023 (Date)
Director

Chief Operations Officer — Date

Pamela D'Agostino — 11/28/2023 (Date)
Legal Counsel (approved as to form and legal content)

Deputy Superintendent (Projects Under $25,000.00) — Date

Superintendent (Projects Under $50,000.00) — Date

Board Chair (Projects Over $50,000.00) — Date

EXHIBIT A

TLC ENGINEERING SOLUTIONS

September 28, 2023

School District of Manatee County
Department of Construction Services
Matzke Support Center
1 Matzke Way, Building 7
Bradenton, FL 34208

Re: Oneco Elementary School
New Addition and Renovation
Commissioning Services Proposal

Greetings Mr. Medwetz:

Thank you for allowing us to submit a proposal for the Oneco Elementary School New Addition and Renovation Project. We look forward to working with you, the design team, and the constructors on this project. TLC Engineering Solutions, Inc. (TLC) proposes to provide commissioning services for the project with the scope and fee as outlined below.

PROJECT SCOPE

We understand the construction project consists of renovating ten (10) buildings on the Oneco Elementary School campus located in Bradenton, FL. TLC's proposal is based on information provided in the documents from the e-mail link dated 9/14/2023. The project's MEP systems will include various air handling units, terminal units (VAVs), fans, pumps, a boiler, and a chiller. Commissioning services are requested to meet the requirements of the Florida Building Code.

BASIC SCOPE OF COMMISSIONING SERVICES

TLC will provide commissioning services in accordance with the Florida Building Code, 7th Edition (2020) Energy Conservation Section C408.

TLC's proposed Basic Scope of Commissioning Services is outlined below.

1. TLC will designate an individual as the Commissioning Provider (CxP) to lead, review and oversee the completion of the Cx process activities. The CxP will report results, findings, and recommendations directly to the Owner.

Design Phase: During the Commissioning Design Phase, TLC will provide the following.

2. Conduct a review of the design documents to become familiar with the project.

TLC Engineering Solutions, Inc.

3. Develop and implement the commissioning plan. The commissioning plan will be updated throughout the course of design and construction phases.

4. Develop pre-functional equipment checklists.

Construction Phase: During the Commissioning Construction Phase, TLC will provide the following.

5. Review contractor submittals applicable to systems being commissioned. This review will be concurrent with Architect/Engineer (A/E) reviews and submitted to the design team and the Owner.

6. Conduct periodic site observation visits to review the installation of systems being commissioned and witness some equipment start up. Up to five (5) site observation visits are anticipated, not including functional acceptance testing.

7. Participate in construction progress meetings and provide commissioning status updates with the O/A/E/C team. Up to ten (10) commissioning meetings are anticipated.

8. Verify the contractor implements equipment start-up procedures and completes commissioning checklists for all equipment being commissioned.

9. Maintain an Issues Log throughout the Cx process. The Issues Log will be provided to the Owner and the construction team after each site visit and with monthly progress reports.

Acceptance Phase: During the Commissioning Acceptance Phase, TLC will provide the following.

10. As part of the Cx Plan, develop functional performance testing for each piece of equipment and system to be commissioning, to measure discrete operations and the interoperability of systems and components, to verify all systems are operating in compliance with the construction documents, and the Cx plan

11. Lead the team in the Functional Performance Testing phase. Prior to commencement of Functional Performance Testing the CxP will review start-up reports, system readiness reports, test and balance reports, load bank tests reports, and other contractor completed quality control test documents for systems and equipment to be commissioned. We anticipate up to seven (7) days on site for functional testing.

12. Produce and distribute a Preliminary Cx Report to the Owner.

THINK. LISTEN. CREATE.

SYSTEMS TO BE COMMISSIONED

The commissioning process activities listed above will be completed for the following energy-related systems:

Systems and Major Equipment	Included in Cx Scope of Work?	Sampling Rate
Mechanical Equipment		
Major HVAC Equipment: Air Handling Units, Packaged Rooftop Equipment, Heat Pumps, Chillers, Cooling Towers, Boilers, and associated pumping systems	Yes	100%
Minor HVAC Equipment: DX Split Systems, Fan Coil Units, Unit Heaters, Exhaust Fans	Yes	If 1-10 on project: 100% If 11-20 on project: 50% If >20 on project: 25%
Terminal Units (VAV)	Yes	25%
HVAC Controls	Yes	As needed to verify sequence of operations
Electrical Equipment		
Lighting and Lighting Controls	Yes	25%
Plumbing Equipment		
Service Hot Water Systems, including pumps and controls	Yes	50%

Notes:

1. All secondary / tertiary chilled water pumps installed in the facility will be included in the scope.
2. Only exhaust fans 1 hp and larger will be included with the Cx effort.
3. Controls system operation will be primarily verified through data trending using the existing controls front-end system. If necessary, functional testing would occur during the investigation phase to examine specific issues of concern.
4. Review of TAB activities will be done with spot checking of measured values in TAB Report. Spot checking to be performed by the TAB contractor, using the measurement devices used in the initial report, and witnessed by the CxP.
5. Electrical testing services for grounding or power quality are not currently included as part of the initial scope of work.
6. Mechanical systems not included in commissioning activities include ductwork, fire, and smoke dampers (except to the extent the FPTs check safety interfaces between these and the HVAC control system), and equipment sound & vibration measurements. Ductwork leakage testing to be performed by the contractor.
7. TLC will have access to the site for activities necessary for the performance of these services.
8. The contractor and subcontractor will perform all tests and TLC shall witness tests as indicated above. The contractor shall be responsible for any damage resulting from equipment start-up or testing.

ADDITIONAL SERVICES

Additional services, when requested in writing by the CLIENT or OWNER, shall be performed for additional compensation. Additional Services include any task, or equipment commissioning not specifically identified in the Basic Scope of Commissioning work above, items outlined in AIA Document C203 2017 Edition Standard Form for Consultant's Services – Commissioning, and items identified in **Attachment B**.

THINK. LISTEN. CREATE.

Additional Services shall be provided by a negotiated additional lump sum fee. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with the services.

FEE

We propose to provide the commissioning services identified in this proposal for a lump sum fee as indicated below:

Commissioning Scope	
Design Phase Cx	$ 8,500
Construction and Acceptance Phase Cx	$ 59,000
Total	**$ 67,500**

Billing will be monthly, based upon a percentage of services complete. Payment is due within 15 days of OWNER's receipt of invoice. Please refer to **ATTACHMENT C** for General Conditions to the Agreement.

If this proposal is acceptable, your signature below will confirm TLC's authorization to proceed. This authorization constitutes CLIENT commitment to pay the fee. Alternatively, TLC can enter into a contract agreement with OWNER using *AIA Document C203 2017 Edition – Standard Form of Consultant's Services: Commissioning.* Issuance of a Purchase Order by the Owner, referencing this proposal's scope of services, is also acceptable as your acceptance of TLC proposed scope and fee.

We look forward to the opportunity to assist you and your team for this and future projects. Please give us a call with any questions or comments.

Sincerely,

TLC ENGINEERING SOLUTIONS, INC.

Andy W. Moore, PE, CxA, LEED AP
Senior Associate/Senior Engineer/Mechanical

Matthew J. Wiechart, PE, CxA, LEED AP
Managing Principal – Gulf Coast Operations

SCHOOL DISTRICT OF MANATEE COUNTY

Jeff Medwetz / Project Director

Date:

THINK. LISTEN. CREATE.

ATTACHMENT A
INFORMATION TO BE FURNISHED BY THE CLIENT
Commissioning Services Proposal

1. Copy of Owner-Architect Agreement.
2. Electronic (PDF) copies of all construction documents at each major design milestone, and all revisions created after construction documents are issued.
3. Electronic (PDF) copies of shop drawing submittals for all systems and equipment being commissioned.
4. Access to any online project websites or data sharing site (such as SharePoint®), including access to submittals and RFIs.
5. Access to the project site.
6. Copies of all test reports, including HVAC Test and Balance Reports, duct pressure test reports, generator load bank test reports, etc, for systems being commissioned.

THINK. LISTEN. CREATE.

ATTACHMENT B
ADDITIONAL SERVICES
Commissioning Services Proposal

1. Additional services identified in AIA Document C203 – 2017 Edition – Standard Form of Consultants Services: Commissioning.
2. Commissioning of systems or equipment not specifically listed in this proposal.
3. Testing of system or equipment beyond the percentages depicted in "Sampling Rates" table.
4. Assist Owner and/or design team in the preparation of OPR and/or BOD.
5. Commissioning of smoke exhaust/control systems or smoke management systems, or TLC acting as "Special Inspector" as described by applicable building codes.
6. Attendance at design review meetings, as requested by the CLIENT, in excess of the number defined in this proposal.
7. Attendance at OAC meetings or other non-commissioning related meetings, as requested by the CLIENT, in excess of the number defined in this proposal.
8. Attendance at construction-phase site visits or additional commissioning meeting, as requested by the CLIENT, in excess of the number defined in this proposal.
9. Repetitive re-testing of equipment or systems required due to the construction team, contractor, sub-contractor, or systems not being completely ready for testing at the agreed time.
10. Re-inspection of failed functional performance testing after the first re-test.
11. Commissioning of elevators, elevator hoistways, or vertical transportation systems.
12. Commissioning of process and/or refrigeration equipment.
13. Commissioning of building envelopes, or review of architectural life safety assemblies, rate-walls, fire/smoke compartments, etc.
14. Engineering design, calculations, and/or development of design or construction documents
15. Verification of electrical short circuit study and/or overcurrent device coordination study ratings and settings.
16. Energy modeling or preparation of systems' life cycle cost analysis (LCA).
17. Cost estimating services.
18. Green building consulting services, LEED administration or consulting for other 3rd party green building rating systems, or effort to achieve LEED fundamental commissioning or LEED enhanced commissioning.

THINK. LISTEN. CREATE.

ATTACHMENT C
SPECIAL CONDITIONS TO THE AGREEMENT
Professional Engineering Services Proposal

Energy and Water Estimates: Since TLC has no control over building and equipment operation, climatic conditions or utility rate changes, TLC cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by TLC.

Dispute Resolution: Any claims or disputes made during design, construction, or post-construction between the CLIENT and TLC shall be submitted to non-binding mediation. The CLIENT and TLC agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing/Payments: All invoices shall be paid within 15 days of receipt of payment from Owner. If an invoice is not paid within 60 days, TLC may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of these services.

Indemnification: The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless TLC, its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of TLC. Any such liabilities attributable to TLC are limited to a maximum dollar amount equal to the total of TLC's fee for the project.

Certifications: TLC shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence TLC cannot ascertain. This includes but is not limited to existing building conditions that cannot be known or verified without demolition or destructive investigation.

Ownership of Documents: All documents (including electronic files) produced by TLC under this agreement shall remain the property of TLC and may not be used by the CLIENT or any of the CLIENT's other consultants, contractors, etc., for any other endeavor without the written consent of TLC.

Consequential Damages: Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or by TLC, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

Delays: TLC is not responsible for delays caused by factors beyond TLC's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of TLC's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond TLC's reasonable control occur, the CLIENT agrees TLC is not responsible for damages, nor shall TLC be deemed to be in default of this Agreement.

THINK. LISTEN. CREATE.

AGENDA ITEM NO. 11.23

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and OCI Associates, Inc., which will authorize additional architectural and engineering services for the renovations at Walter E. Miller School Support Center. The scope of work will include architectural and engineering design for conceptual floor plan space allocations. This work will allow the construction manager to develop preliminary construction costs for the interior general construction.

Walter E. Miller School Support Center Renovation Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Walter E. Miller School Support Center - Renovation - Agreement between Owner and OCI Associates, Inc., Amendment 1, in the amount of $45,020.00. (Capital Funds)

Financial Impact
The amount of Amendment 1 is $45,020.00. The revised fee for Architectural and Engineering services, including the Amendment 1, is $120,020.00. This fee is included in the total project budget requirement of $16,700,600.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Walter E. Miller SSC Renovations Summary Sheet
Walter E. Miller SSC Reno AE Amend 1

Walter E. Miller School Support Center Renovations

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER: OCI Associates, Inc. Selected through the Request for Qualifications process
CONSTRUCTION MANAGER: Wharton-Smith, Inc. Selected through the Request for Qualifications process
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $16,700,600.00 9/6/2022 Original Capital Budget

HISTORY: Constructed in 1989, this facility houses the Administrative Offices for the School District of Manatee County. Work previously completed includes the 2002 Heating, Ventilation and Air Conditioning (HVAC) and Exterior Water Proofing Modifications; 2003 Chiller Replacement; 2004 Generator Replacement; 2010 Computer Room HVAC Controls Upgrade; and the 2018 installation of Building Standby Power Generator System, Data Center HVAC, and Data Center UPS.

SCOPE: The project scope will include but is not limited to the upgrades to the mechanical, electrical, plumbing, and life safety systems, security and building envelope systems along with the finish upgrades, renovation and remodeling of select spaces.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 11, 2022	Approved	Selection Process
Agreement:	$ 75,000.00	February 28, 2023	Approved	Architectural / Engineering Services
Amendment:	$ 45,020.00	December 12, 2023	Pending	Add'l Architectureal / Engineering Services
TOTAL	$ 120,020.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 11, 2022	Approved	Selection Process
Agreement:	$ 84,168.00	February 28, 2023	Approved	Pre-Construction Services
TOTAL	$ 84,168.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg.	$ -			
Agreement:	$ -			
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$ -			
Utility Connections:	$ -			
Utility Agreements:	$ -			
Interlocal Agrmts:	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & ARCHITECT/ENGINEER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established contract provisions.

Project Name: Walter E Miller School Support Center – Renovation
Architect/Engineer: OCI Associates, Inc.
Architect/Engineer Address: 9728 Commerce Center Court
Fort Myers, Florida 33908

The work is as follows: Provide additional architectural and engineering services for the conceptual floor plan space allocations, per OCI Associates, Inc.'s proposal dated October 26, 2023. This work will allow the construction manager to develop preliminary construction costs for the interior general construction.

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.

Amount of Amendment: $ 45,020.00
Previous Amount of Contract: $ 75,000.00
New Total Amount of Contract: $ 120,020.00

ARCHITECT/ENGINEER:

By: _____ By: _____

Name/Title: Amir Kazeminia, PE / Corporate President Name/Title: _____

As Witnessed:

Payman Pourkhani

OCI Associates, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

William Horton
_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

OCI ASSOCIATES, INC

October 26, 2023

Jeffrey Medwetz, Architect, LEED AP BD+C, CEM
Project Director
Construction Services
School District of Manatee County
Matzke Support Center
1 Matzke Way, Building 7
Bradenton, FL 34208

Re: Professional Services Fee Proposal
Manatee School Support Center Renovations
215 Manatee Avenue W
Bradenton, FL 34205

Jeff,

Per your request, please refer to the attached back-up breakdowns for the Concept Design Phase for the referenced project. We have included the associated Architectural and MEP/FP collaborative efforts as they relate to the conceptual interior programming and development of floor plans.

Engineering efforts include providing input for MEP utility space allocation required to develop the concept floor plan. No engineering drawings will be provided with the programming/floor plan development.

These concept floor plans will be developed to assist the construction manager in developing preliminary construction costs for the interior general construction required for demolition and new work.

Compensation for Concept Design Services:

OCI Associates, Inc.	$12,280.00
WDA	$32,740.00
Total Fee	**$45,020.00**

Exclusions:

1. Printing/Shipping, if required, will be billed separately as reimbursable costs.

OCI ASSOCIATES, INC

Additional Services:

Services required beyond basic scope shall be negotiated on an as needed basis at which time an additional services proposal (ASP) will be provided.

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF OCI ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Thank you very much for this opportunity. OCI Associates looks forward to working with the **School District of Manatee County** on this project. Should you have any questions or require additional information, please do not hesitate to call.

RESPECTFULLY SUBMITTED BY
OCI ASSOCIATES, INC.

Gary K. Wydock

Gary K. Wydock/ Principal
Division Director – Fort Myers
Date:10/26/23

REVIEWED AND ACCEPTED BY:

Name: _____

Title: _____

Signature: _____

Date: _____

Williamson Design Associates

October 20, 2023

Gary Wydock
Principal, Senior Project Manager
OCI Associates, Inc
600 South Orlando Ave
Maitland, FL 32751

Re: Walter E. Miller School Support Center
Concept Planning/Programming of Office space
Manatee District Schools

Dear Gary:

Thank you for this opportunity to submit our proposal for the development of the program/concept planning for the Walter E. Miller facility for the district school board of Manatee County. Per our discussion the District wants to evaluate the existing office layouts and provide options to update the office layouts based on current staffing and design standards.

The scope of the project will include:

- Conduct program meetings with Deputy Superintendents and department directors to understand the staffing and space needs for each department.
- Develop a program of spaces for each department based on our meetings.
- Review the program of spaces with the district staff.
- Develop concept floor plan options based on the program information.
- Review floor plan options with district staff.
- Refine concept planning options based on district review.
- Develop final concept plans for budgeting with the construction manager.

Anticipated meetings

- Initial meeting with Deputy Superintendents to discuss the overall project goals and items to discuss with individual departments.
- Meeting with individual department directors to discuss their departments and their staffing. We anticipate three half-day meetings. One to one- and one-half hours per department allocated.
- Meeting to review the initial space program.
- Meeting to review the initial concept plans.
- Meeting to present the final concept plan.
- Presentation to Board if required.

Work not included in our scope:

- budget estimating.

The following is our fee for services stated above.

- $ 32,740.00

Our schedule to complete the work is as follows:

Program Meetings	2 weeks
Program Development	2 weeks
Concept Design	2 weeks
Finalize Concept Plans for pricing	2 weeks

If the scope of work changes, we will complete the work on an hourly basis or submit a lump sum fee proposal. Revisions to the design and drawings, after they have been completed, will be billed based on our hourly rates or a lump sum fee.

Following are our hourly rates:

Principal Architects/Engineers	$260.00
Registered Architects/Engineers	$120.00
Project Manager	$100.00
Graduate Architects/Engineers	$100.00
Sr. Drafting/Designer	$ 85.00
CADD Drafting	$ 75.00

If the work on this project is stopped at any time, our office shall be notified in writing and shall be paid for our services performed to the date of receipt of such notice and based on our hourly rates.

Our office looks forward to working with you on this project. Should you have any questions, please give me a call.

Cordially,

Ted Williamson, AIA, PE, LEED AP

Attachments: Fee Worksheet

AGENDA ITEM NO. 11.24

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Change Order 5 Final to the Agreement between Owner and McIntyre Ewell & Strammer, which will decrease the Construction Manager's contract. Change Order 5 Final reconciles the contract and deducts the unexpended Unforeseen Conditions Fund and Sales Tax Savings in order to close out the project.

Freedom Elementary School Classroom Addition Summary Sheet is attached for reference.

Funding sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Freedom Elementary School - Classroom Addition - Change Order 5 - Final - Agreement Between Owner and McIntyre Elwell & Strammer, decrease in the amount of $55,144.58. (Capital Funds)

Financial Impact
The amount of Change Order 5 - Final is a decrease of $55,144.58. The revised Guaranteed Maximum Price is $3,535,884.06 and is included in the total project budget of $4,550,000.00. (Capital Funds)

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Freedom Elementary Classroom Addition Summary Sheet
Freedom EL CO 5 Final

Freedom Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Harvard Jolly Architects — Currently on the District's continuing contracts list
CONSTRUCTION MANAGER: McIntyre Elwell & Strammer General Contractors, Inc. — Currently on the District's continuing contracts list
BUILDING OFFICIAL: N/A

PROJECT BUDGET:

$	4,550,000.00	Revised Total Project Budget (Budget Workshop 8/12/2022)
$	3,932,400.00	Original Total Project Budget (12/14/21)

HISTORY: Freedom Elementary School was built in August 2003 and has 756-student stations The school is located north of State Road 64 and adjacent to Carlos B. Haile Middle School.

SCOPE: The scope of work as documented in 100% construction documents dated June 1, 2022 will include, but is not limited to, an eight (8) classroom building addition adding 160 student stations, and adding student restrooms adjacent to the existing covered playground structure.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 182,200.00	December 14, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	August 9, 2022	Approved	Construction Documents
TOTAL	$ 182,200.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 15,000.00	December 14, 2021	Approved	Pre-Construction Services
Amendment 1:	$3,894,408.00	August 9, 2022	Approved	Guaranteed Maximum Price - Amendment 1
Change Order 1:	$ (83,938.00)	December 13,2022	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (5,236.28)	December 13,2022	Approved	Deduct Sales Tax Savings
Change Order 3:	$ (245,072.94)	June 13, 2023	Approved	Deduct Direct Materials Purchased
Substantial Completion:	$ -	October 24, 2023	Approved	Substantial Completion - July 19, 2023
Change Order 4:	$ 15,867.86	November 14, 2023	Approved	Direct Materials Purchase Reconciliation
Change Order 5:	$ (55,144.58)	December 12 ,2023	Pending	Final Change Order and Sales Tax Savings Reconciliation
TOTAL	$3,535,884.06			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: SDMC Freedom EL Classroom Add
#3951575960

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 5 Final

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: MSCB-3951575960

CONTRACT FOR: General Construction

CONTRACT DATE: December 15, 2021

You are directed to make the following changes in this Contract:

Return Unforseen Conditions Fund amount	$	(40,843.19)
Return Sales Tax Savings	$	(14,301.39)

Total of Summary ($55,144.58)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was.....	$	15,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	3,576,028.64
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$	3,591,028.64
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this Change Order.....		-$55,144.58
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	$	3,535,884.06
The Contract time will be (~~increased~~)(~~decreased~~)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		July 19, 2023

Harvard Jolly Architecture	McIntyre,Elwell & Strammer GC, Inc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
6000 Cattleridge Drive Suite 204	1645 Barber Road	1 Matzke Way
Sarasota, Florida 34232	Sarasota, Florida 34240	Bradenton, FL 34208
By:	By:	By:
Date: 11/20/23	Date: 11/15/23	Date:

Darrell Phillips
Darrell Phillips (Nov 27, 2023 08:28 EST) 11/27/2023

William Horton 11/27/2023

AGENDA ITEM NO. 11.25

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Fleischman Garcia Maslowski Architecture, which authorizes the subservice utility engineering (SUE) services required for the scope of work developed by the project team for the Palma Sola Campus Renovations project. The work is required to verify the location of existing underground utilities to support revisions to the campus layout.

Palma Sola Elementary School Campus Renovation Project Summary Sheet is attached for reference.

Funding Sources that do not require an Educational Plant Survey have been utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Palma Sola Elementary School - Campus Renovations - Amendment 1 - Agreement between Owner and Fleischman Garcia Maslowski Architecture, in the amount of $31,700.00. (Capital Funds)

Financial Impact
The amount of Amendment 1 is $31,700.00. The revised Architectural and Engineering Services fee, including this Amendment 1, is $1,826,380.00. This fee is included in the total project budget of $29,000,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Palma Sola ES Campus Renovation Project Summary
Palma Sola ES Campus Renovation AE Amendment 1 - SUE Svs

Palma Sola Elementary School Campus Renovation

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Fleischman Garcia Maslowski Architure — Selected through the Request for Qualifications process
CONSTRUCTION MANAGER: McIntyre Elwell & Strammer General Contractors, Inc. — Selected through the Request for Qualifications process
BUILDING OFFICIAL:

PROJECT BUDGET: $29,000,000.00 (10/24/2023) Proposed Project Budget

HISTORY: The Palma Sola Elementary School campus was originally constructed in 1961 and currently contains 740 student stations on a 16-acre site. The District completed major building additions in 1990 and 2007, and added a parent drive lane and other site improvements in 2017.

The School Board approved a Castaldi Analysis and Report recommending replacement of the existing facility on May 19, 2022. At the March 31, 2023 Workshop, the School Board approved a new campus size of 508 student stations with core facilities for 596 students. In order to accommodate the existing Pre-K ESE programs, the campus size was adjusted to 513 student stations.

SCOPE: THE SCOPE OF WORK includes renovation and partial replacement of the existing campus facilities to provide 513 student stations with core facilities for 596 students. The work will include demolition of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No. Funding sources that do not require an Educational Plant Survey have been utilized.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Approved	
Agreement:	$ 1,794,680.00	October 24, 2023	Approved	Architectural / Engineering Services
Agreement:	$ 31,700.00	December 12, 2023	Pending	Architectural / Engineering Services
TOTAL	$ 1,826,380.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Approved	
Agreement:	$ 132,250.00	October 24, 2023	Approved	Pre-Construction Services
Agreement:				
Agreement:	$ -			
TOTAL	$ 132,250.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			Geotechnical Engineering Evaluation -
Agreement:	$ -			Construction Documentation - Multivista
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & ARCHITECT/ENGINEER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established contract provisions.

Project Name: Palma Sola Elementary School Campus Renovations

Architect/Engineer: Fleischman Garcia Maslowski Architecture
Architect/Engineer Address: 601 S. Boulevard, Suite 101
Tampa, Florida 33606

The work is as follows: Provide subsurface utility engineering (SUE) services for improvements to the existing Palma Sola Elementary School, per proposal dated November 9, 2023, incorporated herein by reference, see Exhibit A.

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.

Amount of Amendment:	$	31,700.00
Previous Amount of Contract:	$	1,794,680.00
New Total Amount of Contract:	$	1,826,380.00

ARCHITECT/ENGINEER:

By: Sol Fleischman (Nov 13, 2023 12:49 PST) By: _____

Name/Title: Sol Fleischman, Jr. Name/Title: Marcel Maslowski, AIA

As Witnessed:

_____

Fleischman Garcia Architects and Planners, AIA, PA
dba Fleischman Garcia Masloski Architecture
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: David Wildes (Nov 13, 2023 16:04 EST), Project Director

William Horton, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

I:\Schools-Projects\Palma Sola\2023 Palma Sola ES New School Facility\02 Contracts\B - AE\Amendment 1 SUE\Amendment to AE contract SUE Svs.docx

EXHIBIT A

FleischmanGarciaMaslowski
ARCHITECTURE | PLANNING | INTERIORS

ADDITIONAL SERVICES AUTHORIZATION

REFERENCE:	Palma Sola Renovations	**PROJECT NO.:**	23074
TO:	School District of Manatee County	**ATTENTION:**	David Wildes
ADDRESS:	1 Matzke Way Bradenton, FL 34208	**DATE:**	11/09/2023

SCOPE OF WORK:
Subsurface Utilities Engineering Services for the site of Palma Sola Elementary School located at 6805 5th Avenue North West, Bradenton, FL 34209

DISCIPLINE/S INVOLVED (WITH INDIVIDUAL FIXED FEE WHEN APPLICABLE):

☐ **ARCHITECTURAL:**	☐ **MECHANICAL:**	☐ **CIVIL:**
☐ **INTERIOR DESIGN:**	☐ **PLUMBING:**	☐ **LANDSCAPE:**
☐ **STRUCTURAL:**	☐ **ELECTRICAL:**	☐ **FIRE PROTECTION:**

☒ **OTHER:** SUE Services*

*** SEE ATTACHED PROPOSAL.**

FEE BASIS:

☒ **FIXED FEE OF:** $31,700.00

☐ **HOURLY AT FIRMS'S / CONSULTANTS' STANDARD CONTRACT RATES**

☐ **OTHER:**

The above fee does not include customary reimbursable expenses, which will be invoiced at cost plus a mark-up in accordance with our original agreement.

PROPOSED COMPLETION TIME: **CALENDAR DAYS FROM CLIENT ACCEPTANCE.**

CLIENT ACCEPTANCE: _____ **DATE:** _____

FORM MUST BE SIGNED BY CLIENT PRIOR TO COMMENCEMENT OF WORK.

COPIES TO: **ACCOUNTING**

☒ **TAMPA OFFICE**
☐ **SAFETY HARBOR OFFICE**
☐ **SARASOTA OFFICE**
☐ **LUTZ OFFICE**

FROM: Marcel Maslowski, AIA

324 Hyde Park Avenue • Suite 300 • Tampa, Florida 33606 • 813.251.4400
195 4th Avenue, North • Safety Harbor, Florida 34695 • 727.725.8880
5967 Cattlemen Lane • Suite 6 • Sarasota, Florida 34232 • 941.342.9293
17807 Hunting Bow Circle • Lutz, Florida 33558 • 813.606.5950

November 9, 2023

Mr. Marcel Maslowski, AIA
President and Director of Design
Fleischman Garcia Maslowski Architecture
324 Hyde Park Ave, Suite 300
Tampa, FL 33606

RE: School District of Manatee County – Palma Sola Renovations
Subsurface Utility Engineering (SUE) Services

Dear Mr. Maslowski:

Per your request, BGE, Inc. (BGE) is providing this proposal for the subject project.

1. OVERVIEW

1.1. School Board of Manatee County ("SBMC" or "Owner") desires to retain Fleischman Garcia Maslowski Architecture ("FG+M" or "Architect") to provide subsurface utility engineering (SUE) services for improvements to the existing Palma Sola Elementary School. BGE is a sub-consultant to FG+M and will provide the following scope of services for the project. BGE staff will provide all services described in the scope.

1.2. The property located at 6806 5th Ave. NW, Bradenton, FL 34209, Manatee County, Florida and is owned by the School Board of Manatee County.

2. SCOPE OF SERVICES

2.1. SUE Services

2.1.1. <u>SUE Utility Designates (Level B)</u>

Perform ASCE Quality Level B utility investigation (Designates), per the guidelines established in ASCE 38-22, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" to determine the horizontal location of existing underground utilities. This includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities. Mark detected facilities with American Public Works Association (APWA) compliant colors, flags on soft ground and washable chalk on hard surfaces.

This does not include irrigation nor water service lines. Other services lines will be mapped where found and identifiable.

SUE limits are the subject tract's property line or to the opposite right-of-way line

where applicable.

Deliverable will be the horizontal location of the found utilities shown on the Topographic Survey.

2.1.2. SUE Utility Test Holes (Level A)

Perform ASCE Quality Level A (Utility Test Holes) for up to twelve (12) holes within the project limits where accessible with a minimum request of four (4) holes per deployment/mobilization, per the guidelines established in ASCE 38-22, "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data".

The location of the Utility Test Holes shall be provided by the EOR or CLIENT.

Additional facilities found during the QLA investigation will also be documented.

Generally, utility facilities found by vacuum excavation can be visually exposed to a depth equal to the water table; an air lance probe will be used for deeper facilities; however, visual confirmation will not be possible for facilities lying below the water table or utilities within directional bores. Note that the absence of identified utilities does not guarantee "no utility conflict".

Deliverable will be Field Test Hole Inventory Data sheets with the obtainable data, location, digital photos, utility description, depth, size, type, direction, and material for each test hole.

3. GENERAL CONDITIONS AND UNDERSTANDINGS

3.1. PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

4. EXCLUDED SERVICES

The professional services that BGE will provide include, and are limited to, those described under Scope of Services, Section 2. All other services are excluded. Specifically excluded items include:

- Survey services / Record Drawings
- Sketch and descriptions for easements

5. FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1.	**SUE Services**		
2.1.1.	SUE Utility Designates (Level B)	Lump Sum	$21,500
2.1.2.	SUE Utility Test Holes (Level A)	Lump Sum	$10,200
	Total SUE Services =		**$31,700**

Additional services requested by the Architect or the Owner not specifically covered by this agreement will be performed on a mutually agreed upon lump sum or hourly fee basis prior to commencement of work and a fee proposal for those additional services can be provided at that time.

This proposal is valid for 45 days from the date of this letter. The performance of the work associated with this project will be in accordance with the agreed upon Standard Terms and Conditions Agreement.

We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.

Daniel J. Bond, P.E.
Director, Land/Site

11/9/2023
Date

Jim Sullivan, P.S.M.
Director, Land Surveying

11/9/2023
Date

ACCEPTED

Fleischman and Garcia Architects and Planners, AIA, PA

Signature

Printed Name

Title

Date

Attachment A
Standard Terms and Conditions

Project/Proposal: Palma Sola Elementary School Renovations - SUE Services

Client: Fleischman and Garcia Architects and Planners, AIA, PA

Date: 11/9/2023

BY SIGNING THE ATTACHED AGREEMENT, CLIENT AGREES AND ACKNOWLEDGES THAT (1) THESE TERMS AND CONDITIONS ARE MADE PART OF AND INCORPORATED THEREIN BY REFERENCE; (2) THAT THE ATTACHED AGREEMENT AND THESE TERMS AND CONDITIONS SHALL BE COLLECTIVELY REFERRED TO HEREIN AS THE "AGREEMENT"; AND, (3) CLIENT AGREES TO THE FOLLOWING:

A. Basic Agreement and Authorization to Proceed: BGE will provide, or cause to be provided, the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, BGE will furnish services in addition to those set forth above. Execution of this Agreement will be recognized as authorization for BGE to proceed with Services.

B. Payment Procedures:

1. BGE will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of the date thereof. If Client fails to make any payment due BGE for Services and Direct Expenses (as defined herein) within 30 days of BGE's invoice, then the amounts due BGE will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.
2. Other than the terms contained herein, the Client agrees that the payment to BGE is not subject to any contingency or condition.
3. If Client has a good faith objection to an invoice, it must advise BGE of each objection in writing within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice.
4. If BGE initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at BGE's standard hourly billing rates.

C. Direct Expenses: Direct expenses ("Direct Expenses"), including but not limited to materials, printing, and postage incurred on or directly for the project will be on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by BGE. Outside technical or professional services and related Direct Expenses if arranged and invoiced through this Agreement will be reimbursed at cost plus ten percent (10%).

D. Additional Services: For additional services of BGE's employees engaged directly on the Project, Client will pay BGE an amount equal to the cumulative hours charged to the Project for the additional services by each class of BGE's employees times standard hourly rates for each applicable billing class; plus Direct Expenses and BGE's consultants' charges, if any. BGE's standard hourly rates are attached as Appendix 1.

E. Termination: Either the Client or BGE may terminate this contract by giving 14 days' written notice to the other party. In such event, Client will promptly pay BGE in full for all work or work-related product authorized to-date and performed prior to the date of termination.

F. Successors, Assigns, and Beneficiaries:

1. Client and BGE are hereby bound and the successors, executors, administrators, and legal representatives of Client and BGE (and to the extent permitted the assigns of Client and BGE) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Client nor BGE may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless agreed to by the non-assigning party and specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Client or BGE to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and BGE and not for the benefit of any other party. In the event that BGE is not licensed or registered in another jurisdiction to provide services under this Agreement, BGE may assign, with Client's consent, this contract for professional services to an entity qualified to provide professional services in that jurisdiction.

G. Standard of Care: The standard of care for all professional services performed or furnished by BGE under this Agreement will be the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license (if applicable). BGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ANY SERVICES PROVIDED. Subject to the foregoing standard of care, BGE (or its subconsultants as the case may be) may use or rely upon design elements and information and direction ordinarily or customarily furnished by others, including, but not limited to, the property developer, property owner or potential owner, other project professionals, applicable governmental entities, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

H. Client Supplied Documents and Information: Client warrants that all documentation, data and information provided by Client to BGE for use in performing the services (hereinafter referred to as "Client Documents") hereunder are accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such Client

Documents to BGE. Client agrees and acknowledges that BGE shall have no liability to Client for any damages and/or claims arising out of (1) any errors contained in Client Documents and/or (2) BGE's use and reliance upon the same. Client agrees that BGE shall have no obligation to and will not verify the accuracy of Client Documents.

I. **Other Information**: BGE will rely upon commonly used sources of data, including third-party database searches and agency contacts (hereinafter referred to as "Sourced Data"). BGE does not warrant the accuracy of the Sourced Data obtained from those sources. BGE has not and/or has not been requested to independently verify the Sourced Data. Client agrees and acknowledges that BGE shall have no liability to Client for any damages and/or claims arising out of (1) any errors contained in Sourced Data and/or (2) BGE's use and reliance upon the same. Client agrees that BGE shall have no obligation to and will not verify the accuracy of Sourced Data.

J. **Laboratory Services**: In performing services, BGE may request that Client provide independent testing laboratory services. Client agrees that BGE can and/or will rely on the accuracy of the testing laboratory services completed by independent testing laboratories. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.

K. **Construction Services:**

1. BGE will not at any time select, evaluate, implement, supervise, direct, control, or have authority over any contractor's work, nor will BGE have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the selection, implementation, monitoring and/or evaluation of safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

2. BGE neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

3. BGE will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except BGE's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those decisions made by BGE.

L. **Early Bid Documents:** If Client requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by BGE and other design disciplines, or prior to governmental approvals, Client acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to BGE construction documents so as to conform to those of other design disciplines and/or governmental agencies.

M. **Opinions of Cost:** Any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials are estimates only, and reflect BGE's experience and judgment as a design professional familiar with the industry. Client acknowledges that BGE has no control of the cost of labor, materials, equipment or services furnished by others, methods of determining prices, quantities, or market conditions. BGE cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If Client requires greater assurance as to any cost, Client shall employ an independent cost estimator. BGE's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

N. **Changed Conditions**: Client and BGE acknowledge the possibility of occurrences and/or discoveries that were not originally contemplated by and/or known to the BGE and/or Client. Should Client and/or BGE call for contract renegotiation, the party seeking said renegotiation shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement without liability for consequential and/or any other damages.

O. **Project Enhancement**: If, due to BGE's error and/or omission, any required item and/or component of the Project is omitted from BGE's Documents, BGE shall not be responsible for paying any cost associated with and/or related to adding such item and/or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value and/or betterment to the Project. In no event will BGE and/or BGE Parties be responsible for any cost or expense that provides betterment, upgrade, and/or enhancement of the Project. In such instances in which the cost of installation exceeds such costs had the item and/or component been included in the original plans, BGE's liability in this regard shall be limited to the amount of the increase in cost of installation of the item and/or component.

P. **Delays**: Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make timely decisions; judicial restraint or delays in issuance of governmental approvals, permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.

Q. **Ownership of Documents:** All "design documents", including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by BGE are exclusive to the Services described in this Agreement and are instruments of service to this project. Upon satisfaction of its obligations hereunder, Client may make and retain copies of design documents for information and reference in connection with use on the project by Client. BGE grants Client a limited license to use the design documents on the Project, subject to receipt by BGE of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) Client acknowledges that such design documents are not intended or represented to be suitable for use on the project unless completed by BGE, or for any other use or purpose, without written verification or adaptation by BGE; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by BGE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to BGE or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless BGE and its officers, directors, shareholders, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the design documents without written verification, completion, or adaptation by BGE; and (4) such limited license to Client shall not create any rights in third parties. BGE will be deemed the author of the work product and will retain common law, common statutory, and any other reserved rights. BGE's electronic files and source code developed in the development of application code remain the property of BGE and shall be provided to the Client only if expressly provided for in this Agreement. Notwithstanding the foregoing, work papers, proprietary information, processes, methodologies, know-how, software previously belonging or licensed by BGE ("BGE Data") used by BGE to provide the services and prepare the Design

Documents, shall remain the property of BGE. To the extent that the Design Documents contain BGE Data, BGE hereby grants to Client a non-exclusive, non-assignable, royalty-free, irrevocable license to use such BGE Data only in connection with the Project.

R. **Confidentiality:** The Client consents to BGE's use of photographs, facts, data, and information of the project obtained by BGE in the performance of services. If information is specifically identified in writing by Client as confidential, BGE will use reasonable care to maintain confidentiality of that material.

S. **Limits of Liability:**

1. **CONSEQUENTIAL DAMAGES**: **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE PARTIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, ATTORNEYS, INSURERS, CONTRACTORS AND/OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER AND/OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF AND/OR CONNECTED IN ANY WAY TO THE PROJECT AND/OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND/OR ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY INCUR FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND/OR BREACH OF STRICT AND/OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES AND/OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND/OR SUBCONTRACTS WITH OTHERS INVOLVED IN AND/OR RELATED TO THIS PROJECT**, and

2. To the fullest extent permitted by law, Client and BGE agree that BGE's total liability to Client under this Agreement will be limited to the total amount of compensation received by BGE under this Agreement.

T. **Suspension, Termination, Cancellation Or Abandonment:** In the event the project described in the Scope of Services, and/or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated and/or abandoned by the Client for the Client's convenience, BGE shall be given seven (7) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up through and including the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services expected to have been performed, based upon those Services that would have been performed based upon the Scope of Services, by BGE. In the event either Client and/or BGE seeks to terminate the Agreement based on the alleged and/or actual material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period and the breaching party has not made reasonable and diligent efforts to correct the breach, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.

U. **Insurance**: BGE shall, at all times, carry Worker's Compensation Insurance as required by statue; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Each policy shall have a limit of liability of not less than $1 million. Client shall be identified as an addition insured on BGE's commercial general liability policy and automobile liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require and verify that BGE is named as an additional insured on any insurance coverages provided by contractors, to the extent permitted by law, on the project.

V. **Assignment and No Third Party Beneficiaries:** Neither Client nor BGE shall assign, sublet, or transfer his interest in this Agreement without the prior written consent of the other and that any attempt to do so without the written permission of the other party will not be legally binding on any party hereto. Nothing herein shall be construed as nor do BGE and/or Client intend to give any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that neither BGE nor Client are creating and/or intend to create any third party beneficiaries to this Agreement. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement.

W. Dispute Resolution: Client and BGE agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. The completion of mediation shall be a condition precedent to further exercise of any rights at law to resolve the dispute. If mediation is unsuccessful, then the parties may exercise their rights at law.

X. Entire Agreement: This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and BGE and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If there is a conflict between these Terms and Conditions and any other attachments or exhibits to this Agreement, these Terms and Conditions control.

Y. **Governing Law and Venue:** Any claim or dispute arising out of or related to this Agreement for a Florida project will be decided by litigation where the project is located, or if the project is not in Florida, by arbitration under the Federal Arbitration Act in Sarasota County, Florida. Any dispute will be governed by Florida Law, regardless of conflict of law principles.

Z. **Miscellaneous Provisions:**

1. Notices: Any notice required under this Agreement will be in writing; addressed to BGE, Inc. 10777 Westheimer, Suite 400, Houston, Texas 77042; given personally, by registered or certified mail postage prepaid, or by commercial courier service; and effective upon the date of receipt.

2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

3. Severability: If any provision or part of this Agreement is held to be void or unenforceable, all remaining provisions will continue to be valid and binding.

4. **Entirety of Agreement**: The Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral and/or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid and/or enforceable unless made in writing and signed by both parties and attached hereto.

5. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision; nor shall if affect the enforceability of that provision or of the remainder of this Agreement.

6. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion.

AGENDA ITEM NO. 11.26

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement between Owner and Jon F. Swift, Inc., which will decrease the Construction Manager's contract. Change Order 1 Final reconciles the Contract and deducts the unexpected Unforeseen Conditions Fund in order to close out the project.

Approval of Wakeland Support Center Building #6 Demolition - Summary Sheet is attached for reference.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Wakeland Support Center Building #6 Demolition - Change Order 1 - Final - Agreement between Owner and Jon F. Swift, Inc., Decrease in the amount of $21,812.78. (Capital Funds)

Financial Impact
The amount of Change Order 1 - Final is a decrease of $21,812.78. The Revised Contract Price is $133,187.22 and is included in the total project budget of $155,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
WSC Building #6 Demolition - Final Change Order
Wakeland Support Center Building #6 Demolition - Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Wakeland Support Center Building #6

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

TO: (Contractor):
Jon F. Swift, Inc.
2221 8th Street
Sarasota, FL 34237

ARCHITECT'S PROJECT NO: 3951532750

CONTRACT FOR: General Construction

CONTRACT DATE: October 25, 2022

You are directed to make the following changes in this Contract:

Return unused Unforeseen Conditions funds to reconcile contract balance to zero dollars.	$	(21,812.78)

Total of Summary	($21,812.78)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum) was.....	$	155,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The (Contract Sum) prior to the Change Order was.....	$	155,000.00
The (Contract Sum)(Guaranteed Maximum Price) will be (decreased) by this Change Order.....		-$21,812.78
The new (Contract Sum) including this Change Order will be.....	$	133,187.22
The Contract time will be (unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		May 3, 2023

Plunkett Raysich Architects, LLP	Jon F. Swift, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1970 Main Street, Suite 201	2221 8th Street	1 Matzke Way
Sarasota, FL 34236	Sarasota, FL 34237	Bradenton, FL 34208
By: Digitally signed by JEDD W. HEAP Date: 2023.11.06 13:26:51-05'00'	By:	By:
Date:	Date: 10/30/2023	Date:

Wakeland Support Center - Building #6 Demolition

PROJECT DIRECTOR: William Horton

ARCHITECT/ENGINEER:	Plunkett Raysich Architects, LLP.	Currently on the District's continuing contract lists.
CONSTRUCTION MANAGER:	Jon F. Swift Construction	Currently on the District's continuing contract lists.
BUILDING OFFICIAL:	Universal Engenieering	Currently on the District's continuing contract lists.

PROJECT BUDGET: $400,000.00 Original Project Budget (09/19/22)

HISTORY: The school is located on a parcel approximately 19 acres in size and contains 635 permanent student stations. The school was constructed in 1973 and received an HVAC Upgrade and renovation in 1996. In 2001, a K-3 Classroom Wing addition was constructed. In 2016 the board approved decommisioning of the elementary school, in 2019 the Food Services Department relocated its Operation Center to the building.

SCOPE: Interior demoliton of an existing 6,000 square foot one-story building (building #6).

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		September 20, 2022	Approved	Continuing Contracts List
Agreement:	$73,800.00	October 25, 2022	Approved	Architectural/Engineering Services
TOTAL	**$73,800.00**			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		September 14, 2022	Approved	Continuing Contracts List
Agreement:	$155,000.00	October 25, 2022	Approved	Pre-Construction
Change Order #1:	($21,812.78)	December 12, 2023	Pending	Final Change Order
TOTAL	**$133,187.22**			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:		September 16, 2022	Approved	Continuing Contracts List
Agreement:		N/A		
TOTAL				
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	**$0.00**			

AGENDA ITEM NO. 11.27

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and P.J. Hayes, Inc., Tandem Construction, establishing the Guaranteed Maximum Price (GMP) for the Braden River and Southeast High School Football Field Upgrades - Synthetic Turf project. The scope of work includes but is not limited to the replacement of the existing football stadiums' natural turf with a synthetic turf system.

Braden River and Southeast High Schools Summary Sheet is attached for reference.

The Guaranteed Maximum Price Book is on file in the Construction Services Department.

Funding sources that require an Educational Plant Survey will not be utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

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

Financial Impact
The Guaranteed Maximum Price (GMP) for the Braden River and Southeast High Schools - Football Field Upgrades - Synthetic Turf project is $3,642,038.60 and is included in the total budget requirements of $3,800,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: **Construction Services**
Initiated by: **William Horton**

Attachments:
Braden River and Southeast High Schools Football Field Synthetic Turf Project Summary
BRH & SHS Football Field Upgrade - Synthetic Turf Contract Summary

Braden River & Southeast High Schools Football Field Upgrade - Synthetic Turf

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER: N/A
CONSTRUCTION MANAGER: Tandem Construction — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:

PROJECT BUDGET: $3,800,000.00 — Original Project Budget (11/13/23)

HISTORY: Braden River and Southeast High School are in need of Football Field remodling. This requires replacement of the existing Football Stadium natural turf with a synthectic turf systems.

SCOPE: Replacement of existing Football Stadium natural turf 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:	$0	Date		
Agreement:	$0	Date		
TOTAL	$0.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	3,642,038.60	December 12, 2023	Pending	Guaranteed Maximum Price (GMP)
TOTAL	$3,642,038.60			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	$0	Date		Plans Review, Permitting, Inspections
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$0	Date	N/A	
TOTAL	$0			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Braden River High School and Southeast High School – Football Field Synthetic Turf
6545 State Road 70 E, Bradenton, Florida 34203, Manatee County Florida
1200 37th Avenue East, Bradenton, Florida 34208, Manatee County Florida

Total Project Budget:

Design Services	$N/A
Construction Services	$3,686,000.00
Owner Services	$ 114,000.00
FF& E Technology	$N/A
Total Project Budget	$3,800,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	December 13, 2023
Date of Substantial Completion	August 01, 2024
Date of Final Completion	September 01, 2024

Architect/Engineer ("AE")

Vendor Name N/A

Construction Manager ("CM") Tandem Construction
5391 Lakewood Ranch Boulevard North, Suite 200
Sarasota, Florida 34240, Office: (941) 954-1599

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$2,974,399.96
General Conditions	$ 320,210.28
Overhead and Profit (CM Fee)	$ 216,318,45
Preconstruction	$N/A
Unforeseen Conditions	$ 97,744.05
Bond	$ 33,365.86
TOTAL	$3,642,038.60

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $216,318.45

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $283,735.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 55% of wages and 55% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.92% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.0% amount or the invoice amount.

Paragraph 6.3.1.11: Preconstruction Costs in the amount of N/A.

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards is 0.00%.

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 240438

Exhibits

Exhibits "A" through "F" are attached for reference.

Synthetic Turf at Braden River High School and Southeast High School

GMP Report
November 7, 2023

TANDEM CONSTRUCTION

TANDEM CONSTRUCTION: 5391 Lakewood Ranch Blvd. North, Suite 200, Sarasota, FL 34240 | License: CGCA31741

Synthetic Turf at Braden River High School and Southeast High School

GMP Report
November 7, 2023

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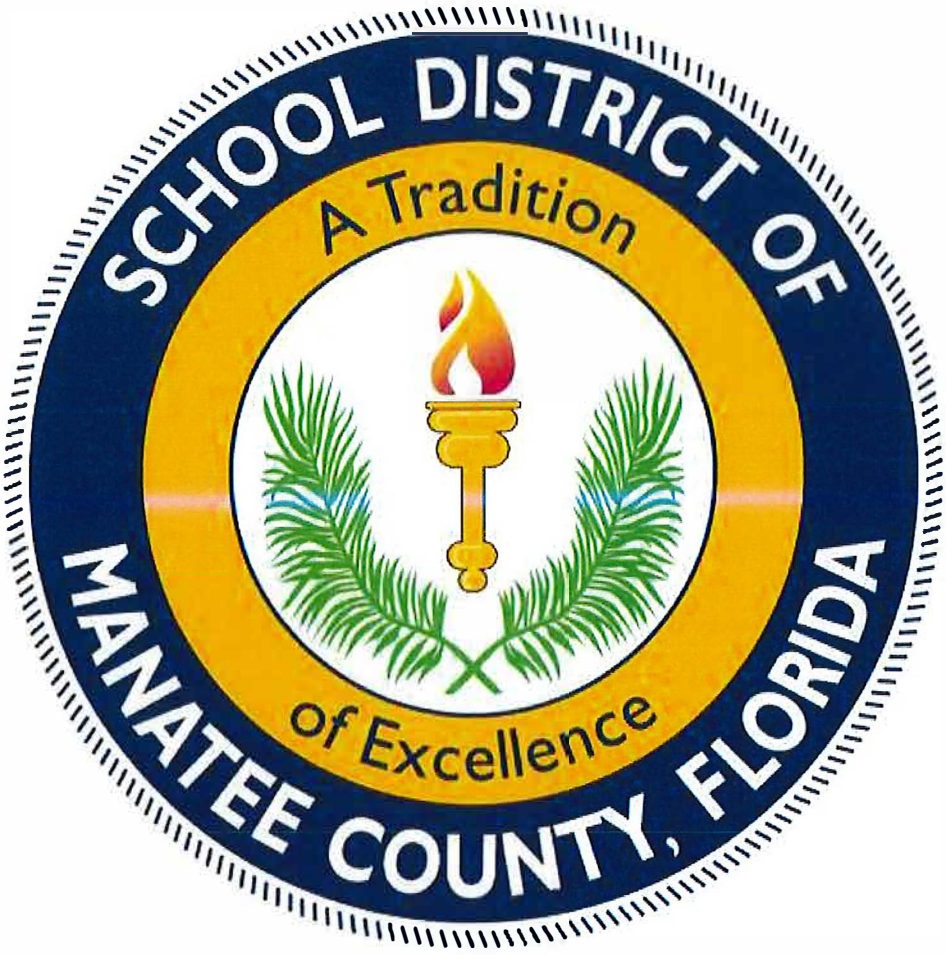
1. Executive Summary
2. GMP Estimate
3. Qualifications, Clarifications, Assumptions & Exclusions
4. Project Schedule

1.
Executive Summary



TANDEM
CONSTRUCTION

Synthetic Turf at Braden River High School and Southeast High School

GMP Report

November 7, 2023

Executive Summary

Tandem is pleased to present the GMP Report for the Synthetic Turf at Braden River High School and Southeast High School Project. This report will provide a GMP Cost Report, preliminary project schedule and other important project information.

Project Description

The Project is located on the campus of Braden River High School and Southeast High School in Bradenton, FL and consists of the complete replacement of the existing natural turf football fields with synthetic turf system.

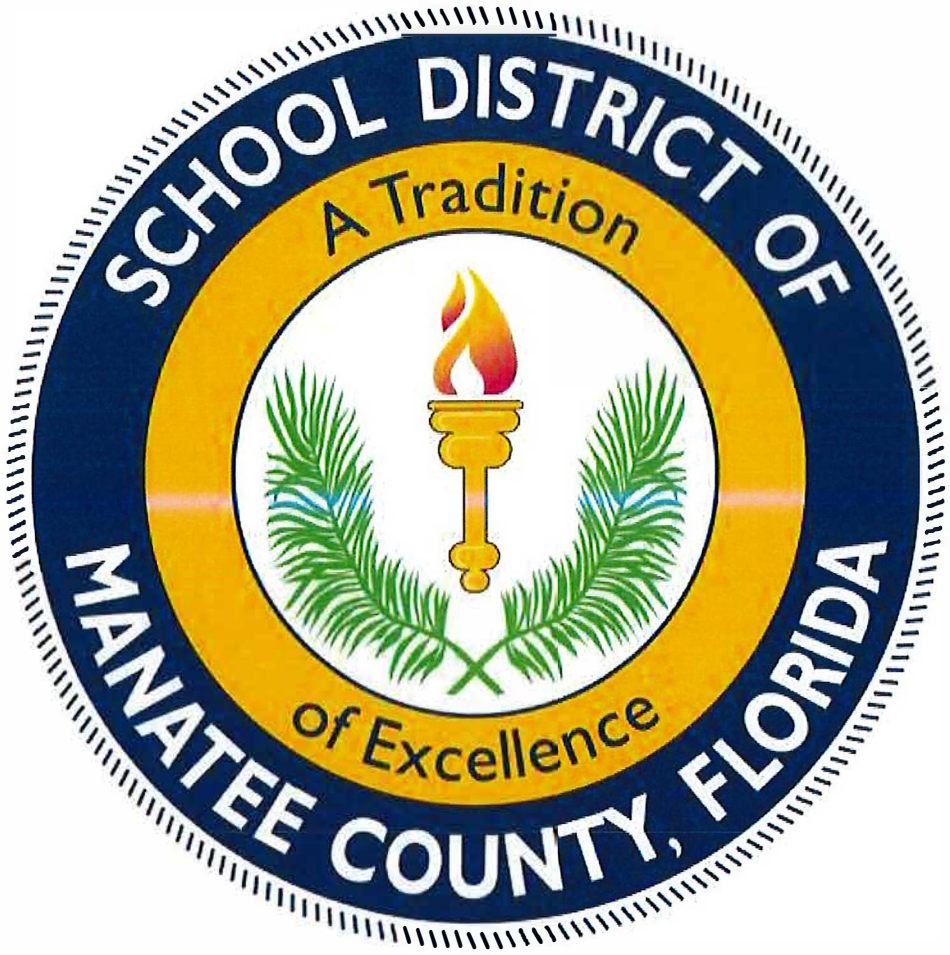
Project Schedule

The project schedule reflects an overall duration of **6** months for the construction phase of the project.

The following dates are considered Milestone Dates within the Master Plan Schedule included herein.

Mobilization/Commencement of Construction	December 18, 2023
Substantial Completion	June 18, 2023
Final Completion	July 16, 2023

2.
GMP Estimate



TANDEM
CONSTRUCTION

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Synthetic Turf at Braden River High School and Southeast High School** Date: 11/7/2023

Contractor **P.J. Hayes, Inc. DBA Tandem Construction**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Site Surveys	$24,500.00	
Material Testing	$16,000.00	
Plumbing Allowance	$25,000.00	
Electrical Allowance	$15,000.00	
Sidewalk Replacement Allowance	$7,500.00	
Synthetic Turf SEHS	$1,420,428.54	
Synthetic Turf Braden River	$1,450,971.42	
Irrigation Modification Allowance	$5,000.00	
Sod Restoration Allowance	$10,000.00	
Sub Total		**$2,974,399.96**
General Conditions:		
Tandem General Conditions	$283,735.00	
Tandem Liability and Umbrella Insurance	$36,475.28	
• Professional Liability Insurance of 3 Million Dollars included.		
Sub Total		**$320,210.28**
Overhead & Profit (Overall Project)		
Fee: 6.5% of Construction Expenses	$216,318.45	
Sub Total		**$216,318.45**
Pre-Construction Expenses	$0.00	
Sub Total		**$0.00**
Unforseseen Conditions:		
Unforseseen Conditions: 3%	$97,744.05	
Sub Total		**$97,744.05**
Bond:		
Bond:	$33,365.86	
Sub Total		**$33,365.86**
GMP TOTAL		**$3,642,038.60**

TANDEM CONSTRUCTION

Synthetic Turf at Braden River High School & Southeast High School

November 7, 2023

GMP Report

TANDEM CONSTRUCTION
5391 LAKEWOOD RANCH BLVD. NORTH SUITE 200
SARASOTA, FL 34240

	GENERAL REQUIREMENTS	QUANTITY	UOM	UNIT COST	EXTENDED COST
	ADMINISTRATIVE REQUIREMENTS (Including Burden)				
0-01-0040	SR. PROJECT MANAGER	26	WKS	690.00	17,940.00
0-01-0050	PROJECT MANAGER	26	WKS	1,120.00	29,120.00
0-01-0065	PROJECT SUPERINTENDENT	26	WKS	3,200.00	83,200.00
0-01-0090	CONTRACT ADMINISTRATOR	26	WKS	500.00	13,000.00
0-01-0430	CIVIL DESIGN	1	LS	99,800.00	99,800.00
0-01-0120	GENERAL LABOR	13	WKS	800.00	10,400.00
	Total ADMINISTRATIVE REQUIREMENTS				**253,460.00**
	CONSTRUCTION PROGRESS DOCUMENTATION				
0-01-0530	PHOTOGRAPHS	6	MOS	25.00	150.00
	Total CONSTRUCTION PROGRESS DOCUMENTATION				**150.00**
	SAFETY				
0-01-0190	DRINKING WATER, ICE, CUPS	6	MOS	50.00	300.00
0-01-0460	OSHA SAFETY INSPECTION	1	LS	300.00	300.00
0-01-0510	SAFETY & FIRST AID SUPPLIES	1	LS	150.00	150.00
0-01-0512	DIRECTIONAL SIGNAGE	1	LS	1,500.00	1,500.00
	Total SAFETY				**2,250.00**
	TEMPORARY FACILITIES				
0-01-0200	TEMPORARY FENCE	1	LS	7,125.00	7,125.00
0-01-0500	JOBSITE OFFICE SUPPLIES	1	LS	400.00	400.00
0-01-0520	POSTAGE / MAILING / COURIER	1	LS	350.00	350.00
	Total TEMPORARY FACILITIES				**7,875.00**
	TEMPORARY UTILITIES				
0-01-0170	TEMPORARY TOILET	6	MOS	550.00	3,300.00
0-01-0590	IT / SATELLITE OFFICE	1	LS	2,500.00	2,500.00
	Total TEMPORARY UTILITIES				**5,800.00**
	CONSTRUCTION TOOLS & EQUIPMENT				
0-01-0250	SMALL HAND TOOLS	1	LS	1,000.00	1,000.00
0-01-0640	TEMPORARY PROTECTION	1	LS	1,000.00	1,000.00
	Total CONSTRUCTION TOOLS & EQUIPMENT				**2,000.00**
	PROJECT IDENTIFICATION				
0-01-0540	PROJECT IDENTIFICATION SIGNAGE	1	LS	950.00	950.00
	Total PROJECT IDENTIFICATION				**950.00**
	PROJECT COMMUNICATION				
0-01-0165	COMMUNICATION/ PM SOFTWARE	1	LS	4,000.00	4,000.00
	Total PROJECT COMMUNICATION				**4,000.00**
	CONSTRUCTION PREPARATION				
0-01-0280	DOCUMENT REPRODUCTION EXPENSE	1	LS	750.00	750.00
	Total CONSTRUCTION PREPARATION				**750.00**
	PROJECT CLEANING & WASTE MANAGEMENT				
0-01-0220	WASTE MANAGEMENT	14	PULL	450.00	6,300.00
	Total PROJECT CLEANING & WASTE MANAGEMENT				**6,300.00**
	PROJECT CLOSEOUT				
0-01-0770	PROJECT CLOSEOUT DOCUMENTATION & O+M	1	LS	200.00	200.00
	Total PROJECT CLOSEOUT				**200.00**
	Total GENERAL REQUIREMENTS			**$**	**283,735.00**

TANDEM CONSTRUCTION

	BUILDING & SITEWORK	QUANTITY	UOM	UNIT COST	EXTENDED COST
	02 EXISTING CONDITIONS				
1-02-2113	SITE SURVEYS	1	LS	24,500.00	24,500.00
1-02-3216	MATERIAL TESTING	1	LS	16,000.00	16,000.00
	Total EXISTING CONDITIONS				**40,500.00**
	11 EQUIPMENT				
1-11-6837	FIELD GOAL POSTS				INC IN 32-1823
	Total EQUIPMENT				
	22 PLUMBING				
1-22-0000	PLUMBING ALLOWANCE	1	ALLOW	25,000.00	25,000.00
	Total PLUMBING				**25,000.00**
	26 ELECTRICAL				
1-26-0010	ELECTRICAL ALLOWANCE	1	ALLOW	15,000.00	15,000.00
	Total ELECTRICAL				**15,000.00**
	32 EXTERIOR IMPROVEMENTS				
1-32-1613	SIDEWALK REPLACEMENT ALLOWANCE	1	ALLOW	7,500.00	7,500.00
1-32-1823	SYNTHETIC TURF SEHS	1	LS	1,420,428.54	1,420,428.54
1-32-1823	SYNTHETIC TURF BRADEN RIVER	1	LS	1,450,971.42	1,450,971.42
1-32-8000	IRRIGATION MODIFICATION ALLOWANCE	1	ALLOW	5,000.00	5,000.00
1-32-9200	SOD RESTORATION ALLOWANCE	1	ALLOW	10,000.00	10,000.00
	Total EXTERIOR IMPROVEMENTS				**2,893,899.96**
	33 SITE UTILITIES				
1-33-4000	STORM DRAINAGE UTILITIES				INC IN 32-1823
	TOTAL SITE UTILITIES				
	TOTAL BUILDING AND SITEWORK			**$**	**2,974,399.96**

Synthetic Turf at Braden River High School & Southeast High School

11/7/2023

GMP Report

DESCRIPTION		
GENERAL REQUIREMENTS - DIVISION 01	$	283,735.00
BUILDING AND SITEWORK	$	2,974,399.96
SUBTOTAL DIRECT COST	$	3,258,134.96

TANDEM CONSTRUCTION

Synthetic Turf at Braden River High School & Southeast High School

11/7/2023

GMP Report

UNFORESEEN CONDITIONS		
UNFORESEEN CONDITIONS	3%	97,744.05
		97,744.05
INSURANCE & BONDS		
BUILDERS RISK POLICY PREMIUM		NIC
BUILDERS RISK DEDUCTIBLES		NIC
LIABILITY AND UMBRELLA INSURANCE		36,475.28
PAYMENT AND PERFORMANCE BONDS		33,365.86
		69,841.14
CM FEES		
CM FEE	6.5%	216,318.45
		216,318.45
PROJECT DIRECT COST TOTAL		3,642,038.60
INDIRECT PROJECT COSTS		
BUILDING PERMIT / IMPACT FEE ALLOWANCE		NIC
PRECONSTRUCTION CONTRACT		NIC
		-
TOTAL PROJECT DIRECT AND INDIRECT COST	$	3,642,038.60

3.

Qualifications, Clarifications, Assumptions & Exclusions

TANDEM CONSTRUCTION

Synthetic Turf at Braden River High School and Southeast High School

GMP Report

November 7, 2023

QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

CONTRACT PROVISIONS

- These Qualifications, Clarifications, Assumptions and Exclusions supplement the GMP Cost Report and Documents and are intended to inform the Owner of the Construction Manager's interpretation of the scope of Work.

SCOPE OF ESTIMATE INCLUSIONS

- The Construction Manager's general conditions and requirements for the construction duration of 6 months and associated closeout.
- Estimate includes the following scopes of work:
    1. Replacement of the existing natural turf football field with synthetic turf system at Braden River High School.
    2. Replacement of the existing natural turf football field with synthetic turf system at Southeast High School.
    3. Provide full civil design and permitting.
    4. Install new drainage system for stormwater control.
    5. Re-sod all disturbed locations impacted by construction activities.

DIVISION 01 - GENERAL REQUIREMENTS

- Governmental Fees and Permit Fees are not included.
- Impact fees are not included.
- Meters and meter fees are not included.
- Builder's Risk Insurance coverage is not included.
- Should a Builder's Risk claim occur, any deductibles or uncovered costs will be paid by the Owner.
- Payment and Performance Bond or premiums are included.
- Temporary water consumption usage fees for construction purposes are not included.
- Playing field engineering design services for two synthetic turf stadium fields, construction details, playing field calculations and CSI project specifications.

DIVISION 02 - EXISTING CONDITIONS

- Surveying services and as-builts are included.
- Material testing is included.

DIVISION 11 - EQUIPMENT

- New football field goals are included for each field.

DIVISION 22 - PLUMBING

- An allowance of $25,000.00 is included for water on the sidelines.

DIVISION 26 - ELECTRICAL

- An allowance of $15,000.00 is included for power on the sidelines.

TANDEM CONSTRUCTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

- An allowance of $7,500.00 is included for sidewalk repairs.
- See attached AstroTurf Corporation qualifications and inclusions.
- An allowance of $5,000.00 is included for irrigation modifications.
- An allowance of $10,000.00 is included for sod restoration.

DIVISION 33 - UTILITIES

- See attached AstroTurf Corporation qualifications and inclusions.

END OF QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

Sitework Inclusions

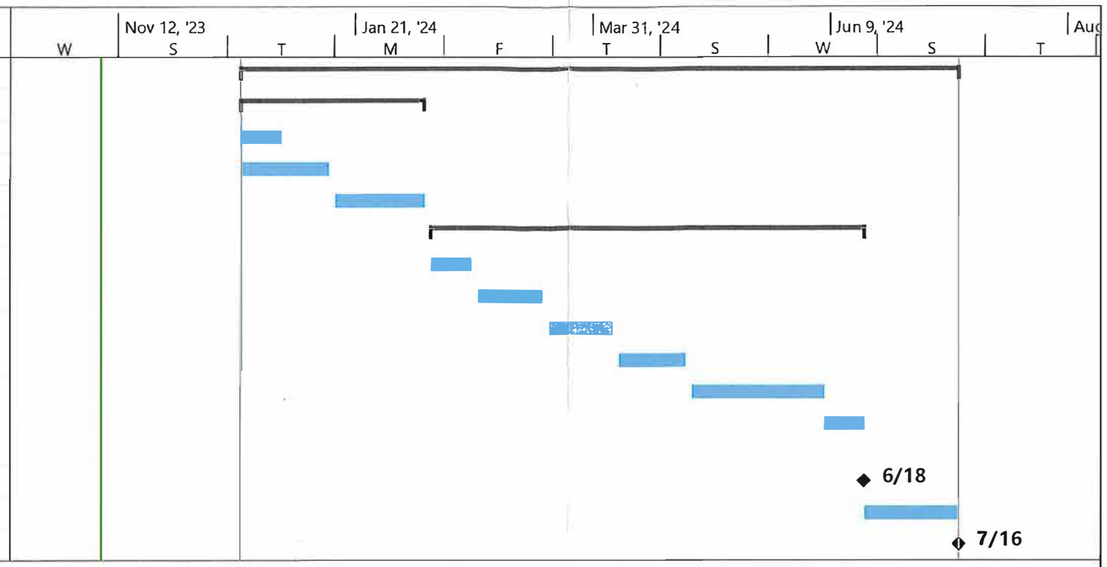
- Survey and layout for our scope of work
  - Conformance surveys for subgrade, top of finish stone, and top of infilled turf
  - Proof of positive drainage
- Provide and install construction entrance and track protection
- Excavate field area with off-site disposal
  - Proposed field grade to have no greater than 0.75% crown slope
  - Subgrade to mirror final grade
- Demo and dispose of existing field goal posts and field drainage
- Demo existing palm trees (Braden River High School)
- Grade subgrade utilizing laser guided equipment
- Install wooden nailer board around field perimeter on to existing concrete curb around inside track perimeter and existing concrete field events
- Mirafi 140 N over sub grade and in trenches
- 12" perforated HDPE collector lines and tie into existing drainage structures (2) inside of field perimeter
- 1" x 12" multi-flow flat pipe trenched in at 20' on center with hard connections into collector lines
- 5" of #57 stone, laser grade and compact
- 1" of #89 stone, laser grade and compact
- Provide 3rd party stone testing for every 1,000 tons of material to include gradation, drainage characteristics, bridging characteristics, LA Abrasion testing, and Sulfate Soundness testing
- Provide (1) set of goal posts & (1) set of soccer goals
- Provide 3rd party infiltration testing on drainage base prior to turf installation
- Provide grading and sod remediation in all disturbed areas

Synthetic Turf Inclusions

- Samples, submittal information, and shop drawings as required
- Provide and install **Brock SP17** shock pad
- Installation by **AstroTurf**-certified crews
- Inlaid markings for the sports of football, soccer, flag football, and unified lacrosse
- Colored end zones with 6' colored field border
- Seams and inlays to be installed using cold glue
- An infill of **BrockFill** and sand at the manufacturer recommended weights and ratios
- (1) Turf Groomer/Sweeper – TCA1400
- 3rd Party Testing
  - Pre-shipment testing: (1) 7" x 11" sample from every 5th roll
  - G-max, HIC, & Percolation testing at completion
- Attic stock
  - Green Colored Turf: 1,500 square feet
  - Colored Turf: 200 square feet
  - White turf: 75 linear feet of 4" wide lines

4.
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Construction Activities**	**152 days**	**Mon 12/18/23**	**Tue 7/16/24**	
2		**Civil Engineering/ Design**	**40 days**	**Mon 12/18/23**	**Fri 2/9/24**	
3		Geotechnical Engineering	10 days	Mon 12/18/23	Fri 12/29/23	
4		Topographic Survey	20 days	Mon 12/18/23	Fri 1/12/24	
5		Civil Engineering and Design	20 days	Mon 1/15/24	Fri 2/9/24	4
6		**Turf Field Construction**	**92 days**	**Mon 2/12/24**	**Tue 6/18/24**	
7		Construction Entrance, Survey, Layout	10 days	Mon 2/12/24	Fri 2/23/24	5
8		Demo and Excavation	15 days	Mon 2/26/24	Fri 3/15/24	7
9		Install Concrete Curb and Subsurface Drainage	15 days	Mon 3/18/24	Fri 4/5/24	8
10		Install Geo Fabric and Draiange Stone	15 days	Mon 4/8/24	Fri 4/26/24	9
11		Turf Field Installation	29 days	Mon 4/29/24	Thu 6/6/24	10
12		Clean up, Remediate Disturbed Areas, Punch List Items	8 days	Fri 6/7/24	Tue 6/18/24	11
13		Substantial Completion	0 days	Tue 6/18/24	Tue 6/18/24	6,11
14		Close Out	20 days	Wed 6/19/24	Tue 7/16/24	13
15		Final Completion	0 days	Tue 7/16/24	Tue 7/16/24	14



Project: SDMC - Synthetic Turf
Date: Tue 11/7/23

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

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 Siegert	Sr. Project Manager	10%
Jodi Dressig	Project Manager	30%
Andrew Leaver	Project Superintendent	100%
Kristin Pitt	Contract Administrator	20%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John Williams
SBMC Project Assistant	Melody BonAmi
Architect	N/A
Consulting Engineers	PBK Sports
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	P.J. Hayes, Inc. dba Tandem Construction
SBMC Instructional Member	
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:

Replacement of the existing Football Stadium natural turf fields with a synthetic turf system at Braden River High School and Southeast High School.

AGENDA ITEM NO. 11.28

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Jon F. Swift Construction, establishing the Guaranteed Maximum Price (GMP) for the Lakewood Ranch High School Football Field Upgrades - Synthetic Turf project. The scope of work includes but is not limited to the replacement of the existing football stadium's natural turf with a synthetic turf system.

Lakewood Ranch High School Summary Sheet is attached for reference.

The Guaranteed Maximum Price Book is on file in the Construction Services Department.

Funding sources that require an Educational Plant Survey will not be utilized.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Lakewood Ranch High School - Football Field Upgrades - Synthetic Turf - Agreement Between Owner and Jon F. Swift Construction, in the amount of $2,072,536.05 (Capital Funds)

Financial Impact
The Guaranteed Maximum Price (GMP) for the Lakewood Ranch High School - Football Field Upgrades - Synthetic Turf project is $2,072,536.05 and is included in the total budget requirements of $2,170,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: **Construction Services**
Initiated by: **William Horton**

Attachments:
Lakewood Ranch High School - Football Field Synthetic Turf Project Summary Sheet
Lakewood Ranch High School - Football Field Upgrade - Synthetic Turf - Contract Summary

Lakewood Ranch High School Football Field Upgrade - Synthetic Turf

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER: N/A
CONSTRUCTION MANAGER: Jon F. Swift Construction — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:

PROJECT BUDGET: $2,170,000.00 — Original Project Budget (11/13/23)

HISTORY: Lakewood Ranch High School are in need of Football Field remodling. This requires replacement of the existing Football Stadium natural turf with a synthectic turf systems.

SCOPE: Replacement of existing Football Stadium natural turf 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:	$0	Date		
Agreement:	$0	Date		
TOTAL	$0.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	2,072,536.05	December 12, 2023	Pending	Guaranteed Maximum Price (GMP)
TOTAL	$2,072,536.05			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	$0	Date		Plans Review, Permitting, Inspections
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$0	Date	N/A	
TOTAL	$0			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Lakewood Ranch High School

5500 Lakewood Ranch Boulevard, Bradenton, Florida 34211, Manatee County Florida

Total Project Budget:

Design Services	$N/A
Construction Services	$2,104,900.00
Owner Services	$ 65,100.00
FF& E Technology	$N/A
Total Project Budget	$2,170,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	December 13, 2023
Date of Substantial Completion	August 01, 2024
Date of Final Completion	September 01, 2024

Architect/Engineer ("AE") N/A

Construction Manager ("CM") Jon F. Swift Construction
2221 8th Street
Sarasota, Florida 34237, Office: (941) 951-6100

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$1,624,000.00
General Conditions	$ 283,815.54
Overhead and Profit (CM Fee)	$ 125,227.88
Preconstruction	$ 18,767.27
Unforeseen Conditions	$ 0.00
Bond	$ 20,725.36
TOTAL	$2,072,536.05

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $2,072,536.05

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $283,815.54

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 37% of wages and 37% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 1.0% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.5% amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards 0.00%.

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: _1704720_

Exhibits

Exhibits "A" through "F" are attached for reference.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Lakewood Ranch High Football Field Upgrades - Synthethic Turf**

Date: 11/14/2023

Contractor: **Jon F. Swift**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Synthetic Turf Field	$1,624,000.00	
Sub Total		**$1,624,000.00**
General Conditions:		
Jon F. Swift General Conditions and General Requirements	$162,227.49	
Jon F. Swift General Liability Insurance (1.5%)	$31,088.04	
- Professional Liability Insurance of 2,000,000 is included		
Civil Design Allowance	$78,000.00	
Electrical Design Allowance	$7,500.00	
SWFWMD Permit Fee Allowance	$5,000.00	
Sub Total		**$283,815.54**
Overhead & Profit (Overall Project)		
Fee: 6.5% of construction expenses	$125,227.88	
Sub Total		**$125,227.88**
Pre-Construction Expenses		
Preconstrcution Fee	$18,767.27	
Sub Total		**$18,767.27**
Unforseseen Conditions:		
Sub Total		**$0.00**
Bond:		
Bond: 1.% of construction expenses	$20,725.36	
Sub Total		**$20,725.36**
GMP TOTAL		**$2,072,536.05**

JON F. SWIFT CONSTRUCTION

Lakewood Ranch Football Field Remodel - Design Build

School Board of Manatee County

GMP Estimate

November 8, 2023

Schedule	4 Months Construction, 4 Months Design
Project Area (Square Feet)	175,600

Division	Scope of Work	Total		Comments
1A	General Requirements	162,227.49		Jon F. Swift
1B	Sports Design	78,000.00		Design and SWFWMD Permitting
1C	Design Survey			Included in 1B
1D	Design Geotech			Included in 1D
1E	Electrical Egineering Allowance	7,500.00		TBD
1F	SWFWMD Permit Fee Allowance	5,000.00		Allowane
22A	Plumbing	0.00		Included in 31A
26A	Electrical	0.00		Included in 31A
31A	Sports Fields	1,624,000.00		AstroTurf 46oz Rhino Blend, Field Outlets, Field Plumbing
31B	Sitework	0.00		Included in 31A
32A	Landscaping/Irrigation	0.00		Excluded
32B	Fencing	0.00		Excluded
	SUBTOTAL	1,876,727.49		
	Preconstruction Expenses	18,767.27	1.0%	
	General Liability Insurance	31,088.04	1.50%	
	Builder's Risk Insurance	0.00	0.00%	Excluded/By Owner
	SUBTOTAL	1,926,582.81		
	Contractor Fee/Overhead	125,227.88	6.5%	
	Payment/Performance Bond	20,725.36	1.0%	
	TOTAL	**2,072,536.05**		
	Unforseen Conditions	0.00	0.0%	Excluded
	GRAND TOTAL	**2,072,536.05**		

JON F. SWIFT CONSTRUCTION

Lakewood Ranch Football Field Remodel - Design Build

General Requirements

School Board of Manatee County

November 8, 2023

Direct Management Costs	Months	Allocation	Hours	Burdened Hourly Rate	Total
Project Executive	4	0%	0	0	0
Preconstruction Director	4	0%	0	0	0
Estimator	4	0%	0	0	0
Senior Project Manager	4	0%	0	0	0
Project Manager	4	35%	243	115	27,945
Assistant Project Manager	4	20%	139	80	11,120
General Superintendent	4	0%	0	0	0
Superintendent	4.5	100%	780	100	78,000
Assistant Superintendent	4	0%	0	0	0
Project Coordinator	4	35%	243	45	10,935
Project Accountant	4	10%	69	50	3,450
Carpenter	4	0%	0	0	0
SUBTOTAL					$131,450

Direct Administrative Costs	Quantity	Unit	Unit Cost	Total
Correspondence (Postage/Courier Services)	4	MO		0
Photographs	4	MO	200	800
Plan Cost		LS		0
Permit/Impact Fees		LS		0
Professional Fees		LS		0
Miscellaneous Expenses	1	LS	2,000	2,000
Groundbreaking/Topping Out Ceremonies		LS		0
As-Built/Record Drawings	1	LS	1,500	1,500
Punch List		LS		0
SUBTOTAL				$4,300

Direct Safety Costs	Quantity	Unit	Unit Cost	Total
Safety Consultant	4	MO	250	1,000
PPE (Personal Protection Equipment)	4	MO	100	400
Fire Extinguishers	4	EA	100	400
Barricades/Traffic Control/Public Protection		LS		0
SUBTOTAL				$1,800

Direct Transportation Costs	Quantity	Unit	Unit Cost	Total
Travel and Subsistance	4	MO		0
Project Manager Vehicle	4	MO	227	909
Project Manager Fuel	4	MO	152	606
Ast. Project Manager Vehicle	4	MO	87	346
Ast. Project Manager Fuel	4	MO	87	346
Superintendent Vehicle	4	MO	433	1,732
Superintendent Fuel	4	MO	541	2,165
SUBTOTAL				$6,105

JON F. SWIFT CONSTRUCTION

Lakewood Ranch Football Field Remodel - Design Build

General Requirements

School Board of Manatee County

November 8, 2023

Direct Job Office Costs	Quantity	Unit	Unit Cost	Total
Job Office Trailer	4	MO		0
Job Office Buildout		LS		0
Job Office Furniture		LS		0
Job Office Supplies	4	MO		0
Job Office Equipment	4	MO		0
Job Office Mobilization		LS		0
Project Management Software	0.0026	LS	2,072,536	5,389
Temporary Service - Water/Sewer	4	MO		0
Temporary Service - Electrical	4	MO		0
Temporary Service - Phone	4	MO		0
Temporary Service - Internet	4	MO	100	400
SUBTOTAL				$5,789

Direct Field Costs	Quantity	Unit	Unit Cost	Total
Project Sign		LS		0
Temporary Fence		LF		0
Housekeeping - Labor	4	MO	866	3,464
Housekeeping - Materials	4	MO	200	800
Dumpsters	10	PULL	600	6,000
Trash Chute		LS		0
Temporary Toilets	4	MO	250	1,000
Temporary Labor	4	MO		0
Ice and Cups	4	MO	130	520
Radios/Communication	4	MO		0
Temporary Lighting	4	MO		0
Temporary Cooling/Fans	4	MO		0
Temporary Service - Water	4	MO		0
Temporary Service - Electrical	4	MO		0
Finish Work Protection		LS		0
Weather Protection		LS		0
Final Cleaning		SF		0
SUBTOTAL				$11,784

Direct Equipment Costs	Quantity	Unit	Unit Cost	Total
Storage Trailers	4	MO		0
Expendable Hand Tools	1	LS	1,000	1,000
Equipment Rental		LS		0
Equipment Fuel		LS		0
Equipment Maintenance		LS		0
Stairs/Ladders		LS		0
SUBTOTAL				$1,000

TOTAL General Requirements	**$162,227**

Scope:	31A-Sports Fields			**Company:**		**Sports Construction Group**							
Job No:	0			**Contact:**									
Project:	ewood Ranch Football Field Remodel - Design B			**Phone:**									
Estimator:	Justin Williams			**Email:**									
Bid Date:	11/8/23 12:00 AM			**Notes:**		**Budget**							
Spec	**Description**	**Swift Quantity**	**UM**	**Swift Estimate**			**A**				**CARRY**		
				U.P.	**Total Price**		**U.P.**	**Total Price**			**U.P.**	**Total Price**
	BASE BID				0			1,600,000	A			1,600,000
	Mobilization				0			0				0
	Temp Construction entrance and track bridge				0			0				0
	Erosion control and inlet protection				0			0				0
	Modify existing drainage system within track radius				0			0				0
	Remode existing palm trees at north end of field				0			0				0
	Remove existing field goals and foundations				0			0				0
	Remove existing dicuss event				0			0				0
	Remove existing topsoil from field - Average of 6" organic layer. More than 6" of organics will be additional cost of work				0			0				0
	Proofroll subgrade - assuming usable subgrade				0			0				0
	Fine grade subgrade				0			0				0
	Install 2x4 PT wood nailer on existing curb. Cut inside edge of curb square to top of curb if required				0			0				0
	Install new HDPE collector pipe system				0			0				0
	Connect new HDPE to existing drainage inside track				0			0				0
	Install 1x12 flat panel drains at 20' centers				0			0				0
	Install nonwoven geotextile liner over entire field area							0				
	Install 5" of stone base and 1" of topping stone for a total of				0			0				0
	Pour concrete pad around existing scoreboard foundations				0			0				0
	Install a hose bib at each side of the field at the 50' yardline				0			0				0
	Water line extended from existing hose bib line under home bleacher							0				0

Scope:	31A-Sports Fields			**Company:**	**Sports Construction Group**							
Job No:	0			**Contact:**								
Project:	ewood Ranch Football Field Remodel - Design B			**Phone:**								
Estimator:	Justin Williams			**Email:**								
Bid Date:	11/8/23 12:00 AM			**Notes:**	**Budget**							
Spec	**Description**	**Swift Quantity**	**UM**	**Swift Estimate**			**A**				**CARRY**	
				U.P.	**Total Price**		**U.P.**	**Total Price**			**U.P.**	**Total Price**
	Install 4 new sideline outlets. Power source from either scor				0			0				0
	Install new sportsfield specialties field goals				0			0				0
	Install new discuss event outside of turf area				0			0				0
	Provide and install 2" 46oz Rhino Blend synthetic turf							0				
	Provide and install Brock pad and Brock infill				0			0				0
	Provide one centerfield logo and provide endzone letters				0			0				0
	Provide one field groomer				0			0				0
	Provide glued or sewn seams				0			0				0
	Turf area assumed to be 105250 SF				0			0				0
	Provide 8 year manufactuers warranty				0			0				0
					0			0				0
					0			0				0
	SUBTOTAL				0			Select Y or N	Y			1,600,000
	Sales Tax	7.00%						'Y' to add tax				'Y' to add tax
	Sub/Vendor Bond	1.50%						'Y' to add Subguard	Y			24,000
	TOTAL				$ -							$ 1,624,000

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%
Mike Huckleberry/Aidan Alderman	Superintendent	100%
Graham Devitt/Trey Tobias	Assistant Project Manager	20%
Andrea Vargas	Project Coordinator	35%
Lauren Chirichigno	Project Accountant	10%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John R. Williams
SBMC Project Assistant	Melody BonAmi
Architect	N/A
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Jon F. Swift, Inc. Justin Williams, Project Manager
SBMC Instructional Member	
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:

Replacement of the existing Football Stadium natural turf field with a synthetic turf system at Lakewood Ranch High School.

AGENDA ITEM NO. 11.29

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The District issued an invitation to bid for vehicle fleet maintenance and repair services to provide gasoline/diesel vehicle fleet maintenance and repair services on an as needed basis. The District issued this bid to obtain services due to staffing shortages in the vehicle maintenance department. Services may include but are not limited to preventative maintenance (fluid changes, alignments, etc.), mobile service/road calls, engine/motor repair, heavy duty truck repair, etc. The District currently has approximately 180 buses and 400 white fleet and heavy duty vehicles in service.

This bid is recommended for award to:

- Central Florida Frame and Axle, Tampa, Florida, Florida Document No. V64047
- 1415 Cortez Road, LLC dba Midas South Bradenton, Bradenton, FL, Florida Document No. L14000097966
- Take 5 Properties SPV LLC, Charlotte, NC, Florida Document No. M18000008637
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of December 12, 2023 through December 11, 2026, with two additional one (1) year renewals through December 11, 2028.

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the bid on Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD, estimated in the amount of $200,000.00 annually (Multiple Funding Sources)

Financial Impact
The funding source for this annually estimated expenditure is General, and other District funds as needed and is included in the approved budget for 2023-2024.

Contact
Submitting Departments: Transportation and Vehicle Maintenance
Initiated By: Jamie Warrington

Attachments:
240074t

24-0074-KD 1415 Cortez Road LLC db Midas South Bradenton
24-0074-KD Take 5 Properties
24-0074-KD Central Florida Frame and Axle

NOTICE OF INTENT TO AWARD

BID ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Labor - Service/Repair - At Contractor's Site		2. Labor - Service/Repair - Mobile		3. Materials (may not exceed 15% mark-up)		4. Use of Subcontractors (may not exceed 10% mark-up)	
	Per Hour	Notes	Per Hour	Notes	Percentage	Notes	Percentage	Notes
Central Florida Frame and Axle, Inc.	**$130.00**	1	**N/A**		**15.00%**		**10.00%**	
1415 Cortez Road, LLC dba Midas South Bradenton	**$189.99**		**N/A**		**15.00%**		**10.00%**	
Take 5 Properties SPV LLC	**$0.00**	2	**$0.00**	2	**15.00%**		**N/A**	

NOTES:

1)
Heavy duty collision
Medium duty truck collision
Alignments (both heavy duty and medium duty) and pickups
Frame straightening of both heavy duty and medium duty trucks
No engine work (exception of collision repair)
No cars
Replacement of school bus floors
Pick up and delivery not included (can be arranged i.e., wrecker)

2)
Flat rate (no labor) and no surcharge.

Flat Fee for Oil Changes:
Gas (Duramax quoted):
DM Synthetic Blend $33.99 up to 5Q, $5.00 X-Quart
DM Full Syn $45.00up to 5Q, $6.00 X-Quart
Diesel:
Shell Rotella T4-Conventional $45.00 5 Quarts, $6.00 X-Quart
Shell Rotella T5-Synthetic Blend $53.00 5 Quarts, $7.00 X-Quart
Weight of diesel oil is 5W40, 15W40, and 15W30.
*Mobil One can be quoted for 0W20, 0W20 D, 5W20, 5W30, 0W16, 0W40 at a higher cost

Eco Guard Filters are quoted for flat rate, however Cummins OEM filters can be stocked.

Any other service is 30% off for wiper blades, cabin filters, air filters, coolant flush, fuel system cleaner.

Filters are included in the standard oil change. There are buses that can be accommodated at one of Take 5's locations and some other diesel vehicles that have a 2nd fuel filter. 30% off would apply on those fuel filters.

Transmission services can be performed. OEM Allison approved ATFR295 (molecular signature code 295) fluid with OEM filters.

Pick up and delivery available.

Fixed prices can be provided on additional services as Take 5's system is updated.

"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, SDMC No. 24-0074-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and 1415 Cortez Road, LLC dba Midas South Bradenton (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:

Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from December 12, 2023 through December 11, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District,

its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for

any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new

employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2308538

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state

or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Midas South Bradenton, Attn: Steven Feig, 4565 Clark Road, Sarasota, FL 34233
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the

subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. “Firearm” has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor’s employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District’s Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Midas South Bradenton CONTRACTOR/COMPANY NAME	1415 Cortez Road West, Bradenton, FL 34207 ADDRESS
PHONE (941) 254-3415	EMAIL MidasSouthBradenton@gmail.com
TYPE OR PRINT NAME Joe Lange	TITLE Store Manager
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Contractor	11/9/2023 Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 29, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770 Ext. 41204</td></tr>
<tr><td>Email address:
dufonk@manateeschools.net</td></tr>
<tr><td>TITLE:
Vehicle Fleet Maintenance and Repair Services</td><td>NUMBER:
24-0074-KD</td><td>SUBMITTAL DEADLINE:
October 30, 2023 @ 3:00P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: October 13, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide gasoline/diesel vehicle fleet maintenance and repair services on an as needed basis for the School District of Manatee County. These services may include, but are not limited to preventative maintenance (fluid changes, alignments, etc.), mobile service/road calls, engine/motor repair, heavy duty truck repair, etc. The District currently has approximately 180 buses and 400 white fleet and heavy duty vehicles in service. Fleet is subject to change throughout the contract period.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

This is **not** an "all or none" solicitation. Bidders are **not** required to bid on all service/lines described in this solicitation.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **December 12, 2023 through December 11, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of products and services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County (SDMC).

Experience:
Each bidder submitting certifies that they possess the required certificates to perform these services. Bidder shall have performed services similar in scope to this contract and shall have a minimum of three (3) years' experience and shall provide proof along with the bid. The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for provision of the awarded supplier's obligations and functions hereunder. Failure to provide the necessary licenses or qualifications may be cause for rejection of the bidder's response or termination of the awarded contract.

The contractor shall provide products and services, as requested in this bid based upon the quoted hourly labor rate(s) and percentage rates for parts, and materials as stated in this bid. Standard Repair Time (SRT) shall be used to calculate the cost for each job. SRT shall be in accordance with the Technology Maintenance Council (TMC) or other industry standard measuring system as agreed upon by the District.

All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

The contractor shall provide products and service in accordance with Original Equipment Manufacturer (OEM) specifications unless otherwise approved by the SDMC Vehicle Maintenance Department or designee. After market parts may be permissible on units out of their warranty period, when it is economically favorable to the District, however prior approval must be obtained before acquisition and installation is performed.

In the instance where a road test on a vehicle is required to complete the service request, Contractor shall ensure that all employees performing such test(s) have current Driver's License(s) and are properly insured in accordance with the automotive liability insurance requirements of this bid. All road tests shall be completed within five (5) miles of the service location unless otherwise authorized by the School District of Manatee County (SDMC) Vehicle Maintenance Department or designee.

Fleet is categorized as cars, SUVs, light, medium, and heavy duty trucks, etc. Services will be rendered as directed by the SDMC Vehicle Maintenance Department or designee. The contractor will work closely with SDMC personnel to fully service the SDMC fleet, minimize the cycle time of repair, preventative maintenance, or inspection procedure, and maximize the utilization of SDMC units.

Contractor shall take all necessary precautions to safeguard the vehicle(s) while in possession of the contractor. This includes, but is not limited to safeguarding of the keys, locking the vehicle doors, proper use of vehicle lift, etc.

Preventative Maintenance:
Preventative maintenance is to include oil filter and engine oil replacement, and if necessary, replace drain plug or gasket. Check and top off all vehicle fluids to include but not limited to, rear axle, transfer case, power steering fluid, transmission fluid, engine coolant recovery tank, and windshield washer fluid. Lubricate grease fittings where applicable. Lubrication will include, but not limited to, door hinges, door checks and pivot points, door latches, hood latches and aux, catch, and parking brake cable(s).

Complete safety inspection to include lights, wiper blades, all tires including spare for proper inflation, inflate tires, if necessary, to correct OEM air pressure setting. Check tire tread depth and examine tire for uneven

wear. Check universal joints, ball joints, steering linkage, and all suspension parts, Test battery and charging system, and check engine belts, hoses, and components. Reset oil life monitor, if equipped.

Torque Specifications – all services fasteners; drain plugs, filters, caps, underbody shields and fasteners, and lug-nuts must be properly installed and torqued to manufacturer's specifications.

When necessary, replace head lamp, incandescent bulbs, brake lights, turn signals, running lights, wiper blades, or engine air filter at the direction of SDMC Vehicle Maintenance or designee.

Tire Service:
As directed by the District, the contractor will complete tire service to include repairs, road service, mounting, etc. Tires may be purchased by the District and provided to the supplier. If the supplier is able to obtain the same brand name and load rating tire at a lesser cost, the District may allow the contractor to provide such items.

Additional Repairs and Service:
Additional repairs and service may be requested by the District and will be performed in accordance with the OEM's recommended specifications.

Sample Vehicle Safety Inspection Form:
A Vehicle Safety Inspection Form must be completed at the time of service for each vehicle. Any additional service and repairs must be noted on the check list and pre-approved before any work may start. This form is subject to change and will be provided to the contractor before each service. See Attachment 1 – Sample Vehicle Safety Inspection Form.

Reminder Decals:
Contractor to provide reminder decals that indicate the current mileage or hours of service and the mileage or hours at which the next service will need to be completed.

Use of Subcontractors:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Vehicle Maintenance representative.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs and services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:		
1.	Labor – Service/Repair – At Contractor's Site	$ Per Hour
2.	Labor – Service/Repair – Mobile	$ Per Hour
3.	Percentage mark-up of materials cost. A MAXIMUM OF 15% MARK-UP of cost of materials will be allowed. Sales Tax may not be included in the mark-up calculation.	% mark-up
4.	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	% mark-up

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

Contractor shall comply with SDMC Lock Out/Tag Out Equipment procedure and follow all safety policies.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using

correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 13, 2023	Questions/Clarifications due
October 18, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 30, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
November 2, 2023	If needed, evaluation of bids to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or About November 2, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0074-KD Title: Vehicle Maintenance and Repair Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature:_____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default of any contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

October 20, 2023

ADDENDUM No. I

Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD

Due to an unscheduled downtime with Vendorlink, this addendum is posted on October 20, 2023. Please see the Vendorlink downtime notice below.

The VendorLink site is currently down. We are working on the issue now. We apologize for the inconvenience.

Update: We are looking to have the site back up this evening. We found the issues and resolved most of them.

There were several MS Windows and Database updates that were applied that have serious issues when installed. We have contacted Microsoft and are working with them to track the problems with the updates.

We are also aware that we were not the only site that was affected by these updates.

Thank you,

VendorLink Support

The following change/clarification shall be made on the above referenced bid:

The cost of parts and materials shall be based on the Contractor's wholesale or purchase price from the supply house plus a percent mark-up. A mark-up on sales tax will not be allowed.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

FLORIDA VEHICLE SAFETY INSPECTION FORM

Unit #: _____ Mileage: _____ RO#: _____ Date: _____

Manufacturer: _____ Model: _____ Capacity: _____ Model Year: _____

Next Inspection Due: _____ School District: _____ Shop Location: _____

Status Codes: ✓ = item is OK; X = item needs repair or as noted; O = out of service; — or N/A = Not Applicable

Status Code	INSPECTION ITEMS	COMMENTS (Note Specific Deficiencies)	Tech. Initials
A. INSIDE VEHICLE			
	1. **Emergency Equipment -** Fire Ext. (pressure/tag/mount), First Aid Kit, Body Fluid Cleanup Kit and Reflectors		
	2. **Registration and Insurance Card**		
	3. **Neutral Safety Switch, Shifter and Noise Abatement Switch**		
	4. **Engine Controls** - Key Switch, Accelerator and Engine Shutdown		
	5. **Gauges, Indicators, Dash and Switch Panel Lights, Engine Warning Lights/ Buzzers and ABS Warning Light**		
	6. **Hydraulic Brakes -** Warning Light, Gauge, Pedal Travel and Fade, Power Assist and Park Brake		
	7. **Windshield Wipers and Washers -** Operation, Park and Blades		
	8. **Heaters, Defrosters and Fan(s)**		
	9. **Dome/Interior Lights**		
	10. **Horns**		
	11. **Mirror Adjustment and Condition -** Rear vision, Side-view and Interior		
	12. **Driver's Seat and Seat Belt**		
	13. **Passenger Seats -** Frames, Mounting, Pads, Cuts, Bottoms, Modesty Panels, Stanchions, Passenger Securement Devices and Webbing Cutter		
	14. **Doors and Windows** Operation		
	15. **Windshield, Side and Rear Windows -** Cracks, Fogging, Latches and Visor		
	16. **Wheelchair Lift, Door and Securement System -** (if equipped)		
	17. **Two-Way Radio Operation -** (if equipped)		
	18. **Interior Wiring, Hoses and Fire Wall Seals**		
	19. **General Condition of Vehicle Interior -** Floor, Stepwell, Grab handle(s), Paneling, Broom Mounting, Loose Objects Secured and Engine Cover		
B. OUTSIDE VEHICLE			
	1. **Headlights, Turn Signals, Hazard, Brake, Tail, Backup Lights, Backup Alarm (if equipped) and Park Lights and reflectors**		
	2. **General Condition of Vehicle Exterior -** Mirrors, Bumpers, Body Damage,Paint, Reflective Marking, Lettering, Doors, Engine Hood and Cleanliness		
C. ENGINE COMPARTMENT			
	1. **Steering -** Play, Column, Steering Gear Mounting, Pitman Arm, Drag Link, Steering Arm, Tie Rod & Ends and Idler Arm		
	2. **Batteries -** Hold Down, Terminals, Cables, Cleanliness and Load Test		
	3. **Fluid Levels and Condition -** Brake, Power Steering, Oil, Transmission, Windshield Washer, Coolant (Antifreeze _____°F)		
	4. **Belts and All Hoses -** Tightness, Condition, Routing and Belt Alignment		
	5. **Accessory Mounting and Condition –** Power Steering Pump, Water Pump, Fan, Alternator and Air Cleaner (Restriction) _____(H_2O)		
	6. **Wiring -** Routing and Condition		
	7. **Fuel System and Lines**		
	8. **Radiator -** Mounting, Cap, Reservoir and Fan Shroud		
		Form 2024-VIF (effective January 2024)	

SAMPLE

Status Code	INSPECTION ITEMS	COMMENTS (Note Specific Deficiencies)	Tech. Initials
D. UNDERNEATH VEHICLE			
	1. **Front Suspension -** Mounting-Bolts, Struts, Springs, Spring Mounts, Shackles, Pins and Bushings, Shocks, Wheel Bearings, Seals, A-Frames, Bushings and Ball Joints		
	2. **Front Brakes –** ABS Sensors and Wiring, Hoses, Lines, Calipers, Rotors and Pads.		
	3. **Engine Mounts, Transmission Mounts and Starter Mounting**		
	4. **Transmission -** Bolts, Linkage, Lines, Filter and Cooler		
	5. **Fluid Leaks -** Oil, Coolant, Transmission and Power Steering		
	6. **Fuel and DEF Tank -** Leaks, Mounting, Hoses, Wiring and Cap		
	7. **Driveline –** Drive Shafts, CV Joints and Boots, U-Joints, Yokes, Hanger Bearings and Guards		
	8. **Rear Suspension -** Axle Housing, Vent, Differential, Springs, Struts, U-Bolts, Shocks, Spring Shackles, Pins and Bushings, Hangers, Seals and Wheel Bearings		
	9. **Rear Brakes -** Hoses, Lines, Shoes or Pads, Drums, Rotors and Wheel Cylinders or Calipers.		
	10. **Body Securement and Structure -** Hold Downs, Floor, Outriggers, Braces, Skirts, Mud Flaps and Chassis Frame Rails		
	11. **Exhaust System -** Leaks, Mounting, Muffler, Tailpipe and DEF, DPF System		
	12. **Wheels and Tires -** Tread Depth, Pressure, Damage, Matching, Alignment and Wheel Hardware		

TIRES	LF	RF	RRO	RRI	LRO	LRI
Tread Depth	/32	/32	/32	/32	/32	/32
Air Pressure	PSI	PSI	PSI	PSI	PSI	PSI

E. LUBRICATION & MAINTENANCE (OPTIONAL)			
	1. **Change Oil and Replace Oil Filter(s)** **Qts.**_____		
	2. **Replace Fuel Filter(s) Primary/Secondary and Drain Separator**		
	3. **Replace Transmission Filter(s)** **Qts.** _____		
	4. **Replace Air Compressor Filter (if applicable)**		
	5. **Replace Power Steering Filter** **Pts.**_____		
	6. **Replace Engine Air Cleaner Filter**		
	7. **Replace Coolant Filter (if applicable)**		
	8. **Test Starting and Charging System. Amps** _____ **Volts** _____		
	9. **Lubricate Chassis and Body** **Lbs.**_____		
	10. **Air Conditioning** If equipped, perform A/C system preventive maintenance according to manufacturer recommendations and district procedure.		
F. ROAD TEST			
	1. **Brake Performance -** Park Brake, Stopping Distance and Equalization		
	2. **Engine, Transmission and Driveline -** Engine Performance, Governor and Shifting		
	3. **Steering and Handling -**Free Play, Power Assist, Column, Tracking and Turning Radius		

NOTE: Follow the manufacturer's inspection and maintenance procedures for any equipment ... ted on ... is form.

COMMENTS:

SAMPLE

SCHOOL BUS SAFETY INSPECTOR

Printed Name: _____

Signature: _____

Certification Number: _____

SERVICE MANAGER OR DELEGATE

Printed Name: _____

Initials: _____ **Certification Number:** _____

Bus Returned to Service Date: _____

MAKE	Type	VIN	Year
Ford	Truck	1FDYF80E5SVA31130	1995
Ford	Truck	2FZHAFAA1YAH24554	2000
Dodge	Truck	3B6MC36531M547876	2001
Ford	Van	1FTRE14WX3HB52788	2003
Ford	Van	1FTRE14WX3HB52791	2003
Sterling	Truck	2FZACGDC45AU19377	2005
Sterling	Truck	2FZACGDC25AU19376	2005
International	Truck	1HTWGAAT65J051625	2005
Sterling	Truck	2FZACGDC45AU19380	2005
International	Truck	1HTMMAAN86H287137	2006
Ford	Van	1FTSE34L16HA75283	2006
Ford	Van	1FTSE34L36HA75284	2006
Ford	Van	1FTSE34L56HA75285	2006
Ford	Van	1FTRE14L26HA75280	2006
Ford	Van	1FTRE14L46HA75281	2006
Ford	Van	1FTRE14L66HA75282	2006
Ford	Truck	1FTWX33Y36EC19796	2006
Ford	Truck	1FTSW21506EB50036	2006
Ford	Truck	1FTSW21596EB50035	2006
Ford	Truck	1FTSW21506EC24040	2006
Ford	Truck	1FTSW21526EC24041	2006
Ford	Truck	1FDSW215X6EB50038	2006
Ford	Truck	1FDSW21516EB50039	2006
Ford	Truck	1FDSW21586EB50037	2006
Ford	Truck	1FDSW21586EB50040	2006
GMC	Truck	J8DC4B16867009706	2006
Ford	Van	1FTSE34L86DB18072	2006
Ford	Van	1FTSE34L66DB18068	2006
Ford	Van	1FTSE34LX6DB18073	2006
Ford	Van	1FTSE34L16DB18074	2006
Ford	Van	1FTSE34L86DB18069	2006
Ford	Van	1FTSE34L46DB18070	2006
Ford	Van	1FTSE34L66DB18071	2006
Ford	Van	1FTSE34L46DB18067	2006
Ford	Truck	1FDSX20547EA60514	2007
Ford	Truck	1FDSX205X7EA60520	2007
Ford	Truck	1FTSX21517EA51577	2007
Ford	Truck	1FDWX32517EA51578	2007
Ford	SUV	1FMEU73E97UA37752	2007
Ford	Truck	1FTSX20587EA60519	2006
Ford	Van	1FTNE24W06DB18066	2006
Ford	Van	1FTNE24W96DB18065	2006
Ford	Van	1FTNE24W56DB18063	2006
Ford	Van	1FBSS31LX6DB18060	2006
Ford	Van	1FBSS31L16DB18061	2006
Ford	Truck	1FTNF20Y17EA60517	2007

Ford	Truck	1FTNF20Y37EA60518	2007
Ford	Truck	1FTWF32Y07EA60516	2007
Ford	Truck	1FDWF37Y67EA47385	2007
Ford	Truck	1FDSX20517EA60521	2007
Ford	Truck	1FDWF32538EC31231	2008
Ford	Van	1FTNE24W08DA03972	2008
Ford	Van	1FTNE24W38DA03979	2008
Ford	Van	1FTNE24W68DA03975	2008
Ford	Van	1FTNE24WX8DA03977	2008
Ford	Van	1FTNE24W48DA03974	2008
Ford	Van	1FTNE24W18DA03978	2008
Ford	Van	1FTNE24WX8DA03980	2008
Ford	Van	1FTNE24W88DA03976	2008
Ford	Truck	1FTNX20568EC31234	2008
Ford	Truck	1FTNX20528EC31232	2008
Ford	Truck	1FTNX20588EC31235	2008
Ford	Van	1FTNE24W58DA03983	2008
Ford	Van	1FTNS24W18DA03973	2008
Ford	Van	1FTNE24W38DA03982	2008
Ford	Truck	1FTNX20558EC31239	2008
Ford	Truck	1FTNX20518EC31240	2008
Ford	Truck	1FTNX20538EC31238	2008
Ford	Truck	1FTSX21518ED04060	2008
Ford	Truck	1FTNX20518EC31237	2008
Ford	Truck	1FTWX33Y48EC31233	2008
Ford	Truck	1FTWW33Y88EC52718	2008
Dodge	SUV	1D8HB38N88F118113	2008
Dodge	SUV	1D8HB38N68F118112	2008
Ford	Truck	1FTRF12287KD32888	2007
Ford	Truck	1FTRF122X7KD32889	2007
Ford	Truck	1FTRF12267KD32890	2007
Ford	Truck	1FTRF12287KD32891	2007
Dodge	Van	1D4GP24R07B100843	2007
Dodge	Van	1D4GP24R57B248180	2007
Dodge	Van	1D4GP24R57B248177	2007
Ford	Van	1FTNE24W18DA03981	2008
Chevrolet	Van	1GCGG25C781223232	2008
Dodge	Van	WD0PE845785291915	2008
Ford	Car	3FAHP07Z29R127788	2009
Ford	Van	1FTSS34L49DA68333	2009
Dodge	Van	2D4RN4DG8BR655137	2011
Dodge	Van	2D4RN4DG0BR629499	2011
Dodge	Van	2D4RN4DG5BR700454	2011
Dodge	Van	2D4RN4DG5BR707436	2011
Ford	Car	1FA6P0G72E5372335	2014
Ford	Car	1FA6P0G79E5355399	2014
Ford	Van	1FTNR2CM2FKA27820	2015

Ford	Car	3FA6P0G76GR227055	2016
Ford	Car	3FA6P0G74GR227054	2016
Ford	Car	3FA6P0G72GR227053	2016
Ford	Transit	1FTYR2CM6GKA00649	2016
Ford	Transit	1FTYR2CM7GKA24863	2016
Dodge	Van	2C4RDGBGXGR347589	2016
Dodge	Van	2C4RDGBG0GR353563	2016
Dodge	Van	2C4RDGBG6GR347590	2016
Dodge	Van	2C4RDGBG8GR347591	2016
Ford	Truck	1FTBF2A6XGED29100	2016
Ford	Truck	1FTBF2A61GED29101	2016
Ford	Truck	1FTBF2A67GED29099	2016
Ford	Truck	1FT7X2A61GED29103	2016
Ford	Truck	1FT7X2A66GED40632	2016
Ford	Truck	1FT7X2A68GED40633	2016
Ford	SUV	1FMCU0GD6HUA68930	2017
Freightliner	Truck	3ALACXDT8HDJG0316	2017
Chevrolet	Van	1GCWGAFF9H1159192	2017
Chevrolet	Van	1GCWGAFF4H1159259	2017
Chevrolet	Van	1GCWGAFF3H1160239	2017
Chevrolet	Van	1GCWGAFF0H1159923	2017
Chevrolet	Van	1GCWGAFF2H1157171	2017
Chevrolet	Van	1GCWGAFF7H1155917	2017
Chevrolet	Van	1GCWGAFF6H1155293	2017
Chevrolet	Van	1GCWGAFF3H1156501	2017
Chevrolet	Van	1GCWGAFF2H1158191	2017
Chevrolet	Van	1GCWGAFFXH1163140	2017
Chevrolet	Van	1GCWGAFF2H1159731	2017
Chevrolet	Van	1GCWGAFF2H1159406	2017
Chevrolet	Van	1GCWGAFF2H1157512	2017
Chevrolet	Van	1GCWGAFF8H1162665	2017
Ford	Truck	1FT7X2A61HED44900	2017
Ford	Truck	1FT7X2A63HED44901	2017
Ford	Truck	1FT7X2A65HED44902	2017
Ford	Truck	1FT7X2A67HED44903	2017
Ford	Van	1FTYR2CMXGKB07137	2016
Ford	Truck	1FT7W2A62HEC99453	2017
Ford	Truck	1FT8X3DT4HED44904	2017
Ford	Truck	1FDRF3H63HED33402	2017
Ford	Car	3FA6P0G79HR387609	2017
Chevrolet	Van	1GCWGAFG0J1289375	2018
Ford	Transit	1FTYR2XM3JKA80316	2018
GMC	Truck	1GT21REG2JZ297205	2018
GMC	Truck	1GT21REG6JZ296641	2018
GMC	Truck	1GD21REG2JZ296227	2018
Ford	Transit	NMOLS6E78J136171	2018
Ford	Truck	1FDRF3HT2JEC20777	2018

Ford	Transit	1FTYR1CM6JKA80309	2018
Ford	Transit	1FTYR2XM5JKA80317	2018
Ford	SUV	1FMCU0F72JUC12247	2018
Ford	SUV	1FMCU0F74JUC12248	2018
Chevrolet	Truck	1GD21REG2JZ296227	2018
Chevrolet	Truck	1GB0CUEG0JZ318674	2018
Chevrolet	Truck	1GB0CUEG4JZ317284	2018
Ford	Truck	1FDRF3HT4JEC20778	2018
GMC	Truck	1GC2CUEG4JZ309321	2018
GMC	Truck	1GC2CUEG5JZ309179	2018
GMC	Truck	1GC2CUEG5JZ313684	2018
Chevrolet	Van	1GCWGAFG2J1289958	2018
Chevrolet	Van	1GCWGAFG6J1290577	2018
Chevrolet	Van	1GCWGAFG3J1290326	2018
Chevrolet	Van	1GCWGAFG9J1291464	2018
Chevrolet	Van	1GCWGAFG0J129188	2018
Chevrolet	Van	1GCWGBFG5J1288826	2018
Ford	Transit	1FTYR2CG8JKA25604	2018
Ford	Transit	1FTYR2DM0JKA22863	2018
Dodge	Caravan	2C4RDGBG1KR649846	2019
Dodge	Caravan	2C4RDGBG3KR649847	2019
Ford	Escape	1FMCU0F67LUA59620	2020
Ford	Transit	1FTBR1C87LKA16825	2020
Ford	Transit	1FTBR1C89LKA16826	2020
Ford	Transit	1FTBR1C80LKA16827	2020
Chevrolet	Express Cargo Van	1GCWGAFG7L1143610	2020
Chevrolet	Express Cargo Van	1GCWGAFG7L1146507	2019
Chevrolet	Express Cargo Van	1GCWGAFG1L1147992	2019
Chevrolet	Silverado 2500	2GB2CREG0K1224519	2019
Chevrolet	Express Cargo Van	1GCWGAFG2L1149587	2019
Chevrolet	Colorado	1GCHSBEA1L1125176	2020
Chevrolet	Colorado	1GCHSCEN1L1124232	2020
Ford	Explorer LE	1FM5K8AB4LGC63372	2020
Ford	Explorer LE	1FM5K8AB6LGC63373	2020
Ford	Explorer 4X4	1FMSK88H3MGB54506	2021
Ford	Explorer 4X4	1FMSK8BH5MGB54507	2021
Ford	Explorer 2WD	1FMSK7BH5MGC06700	2021
GMC	Sierra	1GD38PEY5MF301570	2021
Chevrolet	Express Cargo Van	1GCWGAFP7N1149393	2022
Chevrolet	Malibu	1G1ZC5ST8NF182045	2022
Ford	Escape	1FMCU0F68MUA19693	2021
Ford	Escape	1FMCU0F63MUA22629	2021
Ford	Escape	1FMCU0F62MUA23593	2021
Ford	Escape	1FMCU0F62MUA21052	2021
Ford	Escape	1FMCU0F65MUA21420	2021
Ford	Escape	1FMCU0F61MUA06400	2021

Ford	Escape	1FMCU0F61MUA83106	2021
Ford	Escape	1FMCU0F61MUA83946	2021
Ford	Escape	1FMCU0F66NUA67503	2022
Ford	Escape	1FMCU0F60NUA67187	2022
Ford	Escape	1FMCU0F60NUB18672	2022
Ford	Escape	1FMCU0F68NUB18645	2022
Ford	Transit		2022

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Labor - Service/Repair - At Contractor's Site		2. Labor - Service/Repair - Mobile		3. Materials (may not exceed 15% mark-up)		4. Use of Subcontractors (may not exceed 10% mark-up)	
	Per Hour	Notes	Per Hour	Notes	Percentage	Notes	Percentage	Notes
Central Florida Frame and Axle, Inc.	$130.00	1	N/A		15.00%		10.00%	
1415 Cortez Road, LLC dba Midas South Bradenton	$189.99		N/A		15.00%		10.00%	
Take 5 Properties SPV LLC	$0.00	2	$0.00	2	15.00%		N/A	

NOTES:

1)
Heavy duty collision
Medium duty truck collision
Alignments (both heavy duty and medium duty) and pickups
Frame straightening of both heavy duty and medium duty trucks
No engine work (exception of collision repair)
No cars
Replacement of school bus floors
Pick up and delivery not included (can be arranged i.e., wrecker)

2)
Flat rate (no labor) and no surcharge.

Flat Fee for Oil Changes:
Gas (Duramax quoted):
DM Synthetic Blend $33.99 up to 5Q, $5.00 X-Quart
DM Full Syn $45.00up to 5Q, $6.00 X-Quart
Diesel:
Shell Rotella T4-Conventional $45.00 5 Quarts, $6.00 X-Quart
Shell Rotella T5-Synthetic Blend $53.00 5 Quarts, $7.00 X-Quart
Weight of diesel oil is 5W40, 15W40, and 15W30.
*Mobil One can be quoted for 0W20, 0W20 D, 5W20, 5W30, 0W16, 0W40 at a higher cost

Eco Guard Filters are quoted for flat rate, however Cummins OEM filters can be stocked.

Any other service is 30% off for wiper blades, cabin filters, air filters, coolant flush, fuel system cleaner.

Filters are included in the standard oil change. There are buses that can be accommodated at one of Take 5's locations and some other diesel vehicles that have a 2nd fuel filter. 30% off would apply on those fuel filters.

Transmission services can be performed. OEM Allison approved ATFR295 (molecular signature code 295) fluid with OEM filters.

Pick up and delivery available.

Fixed prices can be provided on additional services as Take 5's system is updated.

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0074-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Take 5 Properties SPV LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from December 12, 2023 through December 11, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District,

its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for

any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new

employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1889502

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state

or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Joe.Strahl@take5oilchange.com
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the

subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. “Firearm” has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor’s employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District’s Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Take 5 Oil Change CONTRACTOR/COMPANY NAME	4771 SR 64, Bradenton FL 34208 908 Cortez Rd, Bradenton FL 34207 ADDRESS
PHONE 813-838-2289	EMAIL Joe.Strahl@Take5oilChange.com
TYPE OR PRINT NAME Joe Strahl	TITLE Senior Director - Local Fleet
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

	11.8.23		
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 29, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770 Ext. 41204</td></tr>
<tr><td>Email address:
dufonk@manateeschools.net</td></tr>
<tr><td>TITLE:
Vehicle Fleet Maintenance and Repair Services</td><td>NUMBER:
24-0074-KD</td><td>SUBMITTAL DEADLINE:
October 30, 2023 @ 3:00P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: October 13, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide gasoline/diesel vehicle fleet maintenance and repair services on an as needed basis for the School District of Manatee County. These services may include, but are not limited to preventative maintenance (fluid changes, alignments, etc.), mobile service/road calls, engine/motor repair, heavy duty truck repair, etc. The District currently has approximately 180 buses and 400 white fleet and heavy duty vehicles in service. Fleet is subject to change throughout the contract period.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

This is **not** an "all or none" solicitation. Bidders are **not** required to bid on all service/lines described in this solicitation.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **December 12, 2023 through December 11, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of products and services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County (SDMC).

Experience:
Each bidder submitting certifies that they possess the required certificates to perform these services. Bidder shall have performed services similar in scope to this contract and shall have a minimum of three (3) years' experience and shall provide proof along with the bid. The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for provision of the awarded supplier's obligations and functions hereunder. Failure to provide the necessary licenses or qualifications may be cause for rejection of the bidder's response or termination of the awarded contract.

The contractor shall provide products and services, as requested in this bid based upon the quoted hourly labor rate(s) and percentage rates for parts, and materials as stated in this bid. Standard Repair Time (SRT) shall be used to calculate the cost for each job. SRT shall be in accordance with the Technology Maintenance Council (TMC) or other industry standard measuring system as agreed upon by the District.

All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

The contractor shall provide products and service in accordance with Original Equipment Manufacturer (OEM) specifications unless otherwise approved by the SDMC Vehicle Maintenance Department or designee. After market parts may be permissible on units out of their warranty period, when it is economically favorable to the District, however prior approval must be obtained before acquisition and installation is performed.

In the instance where a road test on a vehicle is required to complete the service request, Contractor shall ensure that all employees performing such test(s) have current Driver's License(s) and are properly insured in accordance with the automotive liability insurance requirements of this bid. All road tests shall be completed within five (5) miles of the service location unless otherwise authorized by the School District of Manatee County (SDMC) Vehicle Maintenance Department or designee.

Fleet is categorized as cars, SUVs, light, medium, and heavy duty trucks, etc. Services will be rendered as directed by the SDMC Vehicle Maintenance Department or designee. The contractor will work closely with SDMC personnel to fully service the SDMC fleet, minimize the cycle time of repair, preventative maintenance, or inspection procedure, and maximize the utilization of SDMC units.

Contractor shall take all necessary precautions to safeguard the vehicle(s) while in possession of the contractor. This includes, but is not limited to safeguarding of the keys, locking the vehicle doors, proper use of vehicle lift, etc.

Preventative Maintenance:
Preventative maintenance is to include oil filter and engine oil replacement, and if necessary, replace drain plug or gasket. Check and top off all vehicle fluids to include but not limited to, rear axle, transfer case, power steering fluid, transmission fluid, engine coolant recovery tank, and windshield washer fluid. Lubricate grease fittings where applicable. Lubrication will include, but not limited to, door hinges, door checks and pivot points, door latches, hood latches and aux, catch, and parking brake cable(s).

Complete safety inspection to include lights, wiper blades, all tires including spare for proper inflation, inflate tires, if necessary, to correct OEM air pressure setting. Check tire tread depth and examine tire for uneven

wear. Check universal joints, ball joints, steering linkage, and all suspension parts, Test battery and charging system, and check engine belts, hoses, and components. Reset oil life monitor, if equipped.

Torque Specifications – all services fasteners; drain plugs, filters, caps, underbody shields and fasteners, and lug-nuts must be properly installed and torqued to manufacturer's specifications.

When necessary, replace head lamp, incandescent bulbs, brake lights, turn signals, running lights, wiper blades, or engine air filter at the direction of SDMC Vehicle Maintenance or designee.

Tire Service:
As directed by the District, the contractor will complete tire service to include repairs, road service, mounting, etc. Tires may be purchased by the District and provided to the supplier. If the supplier is able to obtain the same brand name and load rating tire at a lesser cost, the District may allow the contractor to provide such items.

Additional Repairs and Service:
Additional repairs and service may be requested by the District and will be performed in accordance with the OEM's recommended specifications.

Sample Vehicle Safety Inspection Form:
A Vehicle Safety Inspection Form must be completed at the time of service for each vehicle. Any additional service and repairs must be noted on the check list and pre-approved before any work may start. This form is subject to change and will be provided to the contractor before each service. See Attachment 1 – Sample Vehicle Safety Inspection Form.

Reminder Decals:
Contractor to provide reminder decals that indicate the current mileage or hours of service and the mileage or hours at which the next service will need to be completed.

Use of Subcontractors:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Vehicle Maintenance representative.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs and services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:		
1.	Labor – Service/Repair – At Contractor's Site	$ Per Hour
2.	Labor – Service/Repair – Mobile	$ Per Hour
3.	Percentage mark-up of materials cost. A MAXIMUM OF 15% MARK-UP of cost of materials will be allowed. Sales Tax may not be included in the mark-up calculation.	% mark-up
4.	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	% mark-up

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

Contractor shall comply with SDMC Lock Out/Tag Out Equipment procedure and follow all safety policies.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using

correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 13, 2023	Questions/Clarifications due
October 18, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 30, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
November 2, 2023	If needed, evaluation of bids to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or About November 2, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0074-KD Title: Vehicle Maintenance and Repair Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature:_____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default of any contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

October 20, 2023

ADDENDUM No. I

Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD

Due to an unscheduled downtime with Vendorlink, this addendum is posted on October 20, 2023. Please see the Vendorlink downtime notice below.

The VendorLink site is currently down. We are working on the issue now. We apologize for the inconvenience.

Update: We are looking to have the site back up this evening. We found the issues and resolved most of them.

There were several MS Windows and Database updates that were applied that have serious issues when installed. We have contacted Microsoft and are working with them to track the problems with the updates.

We are also aware that we were not the only site that was affected by these updates.

Thank you,

VendorLink Support

The following change/clarification shall be made on the above referenced bid:

The cost of parts and materials shall be based on the Contractor's wholesale or purchase price from the supply house plus a percent mark-up. A mark-up on sales tax will not be allowed.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

FLORIDA VEHICLE SAFETY INSPECTION FORM

Unit #: Mileage: RO#: Date:

Manufacturer: Model: Capacity: Model Year:

Next Inspection Due: School District: Shop Location:

Status Codes: ✓ = item is OK; X = item needs repair or as noted; O = out of service; — or N/A = Not Applicable

Status Code	INSPECTION ITEMS	COMMENTS (Note Specific Deficiencies)	Tech. Initials
A. INSIDE VEHICLE			
	1. **Emergency Equipment -** Fire Ext. (pressure/tag/mount), First Aid Kit, Body Fluid Cleanup Kit and Reflectors		
	2. **Registration and Insurance Card**		
	3. **Neutral Safety Switch, Shifter and Noise Abatement Switch**		
	4. **Engine Controls** - Key Switch, Accelerator and Engine Shutdown		
	5. **Gauges, Indicators, Dash and Switch Panel Lights, Engine Warning Lights/ Buzzers and ABS Warning Light**		
	6. **Hydraulic Brakes -** Warning Light, Gauge, Pedal Travel and Fade, Power Assist and Park Brake		
	7. **Windshield Wipers and Washers -** Operation, Park and Blades		
	8. **Heaters, Defrosters and Fan(s)**		
	9. **Dome/Interior Lights**		
	10. **Horns**		
	11. **Mirror Adjustment and Condition -** Rear vision, Side-view and Interior		
	12. **Driver's Seat and Seat Belt**		
	13. **Passenger Seats -** Frames, Mounting, Pads, Cuts, Bottoms, Modesty Panels, Stanchions, Passenger Securement Devices and Webbing Cutter		
	14. **Doors and Windows** Operation		
	15. **Windshield, Side and Rear Windows -** Cracks, Fogging, Latches and Visor		
	16. **Wheelchair Lift, Door and Securement System -** (if equipped)		
	17. **Two-Way Radio Operation -** (if equipped)		
	18. **Interior Wiring, Hoses and Fire Wall Seals**		
	19. **General Condition of Vehicle Interior -** Floor, Stepwell, Grab handle(s), Paneling, Broom Mounting, Loose Objects Secured and Engine Cover		
B. OUTSIDE VEHICLE			
	1. **Headlights, Turn Signals, Hazard, Brake, Tail, Backup Lights, Backup Alarm (if equipped) and Park Lights and reflectors**		
	2. **General Condition of Vehicle Exterior -** Mirrors, Bumpers, Body Damage,Paint, Reflective Marking, Lettering, Doors, Engine Hood and Cleanliness		
C. ENGINE COMPARTMENT			
	1. **Steering -** Play, Column, Steering Gear Mounting, Pitman Arm, Drag Link, Steering Arm, Tie Rod & Ends and Idler Arm		
	2. **Batteries -** Hold Down, Terminals, Cables, Cleanliness and Load Test		
	3. **Fluid Levels and Condition -** Brake, Power Steering, Oil, Transmission, Windshield Washer, Coolant (Antifreeze _____°F)		
	4. **Belts and All Hoses -** Tightness, Condition, Routing and Belt Alignment		
	5. **Accessory Mounting and Condition –** Power Steering Pump, Water Pump, Fan, Alternator and Air Cleaner (Restriction) _____(H_2O)		
	6. **Wiring -** Routing and Condition		
	7. **Fuel System and Lines**		
	8. **Radiator -** Mounting, Cap, Reservoir and Fan Shroud		
		Form 2024-VIF (effective January 2024)	

SAMPLE

Status Code	INSPECTION ITEMS	COMMENTS (Note Specific Deficiencies)	Tech. Initials
D. UNDERNEATH VEHICLE			
	1. **Front Suspension -** Mounting-Bolts, Struts, Springs, Spring Mounts, Shackles, Pins and Bushings, Shocks, Wheel Bearings, Seals, A-Frames, Bushings and Ball Joints		
	2. **Front Brakes –** ABS Sensors and Wiring, Hoses, Lines, Calipers, Rotors and Pads.		
	3. **Engine Mounts, Transmission Mounts and Starter Mounting**		
	4. **Transmission -** Bolts, Linkage, Lines, Filter and Cooler		
	5. **Fluid Leaks -** Oil, Coolant, Transmission and Power Steering		
	6. **Fuel and DEF Tank -** Leaks, Mounting, Hoses, Wiring and Cap		
	7. **Driveline –** Drive Shafts, CV Joints and Boots, U-Joints, Yokes, Hanger Bearings and Guards		
	8. **Rear Suspension -** Axle Housing, Vent, Differential, Springs, Struts, U-Bolts, Shocks, Spring Shackles, Pins and Bushings, Hangers, Seals and Wheel Bearings		
	9. **Rear Brakes -** Hoses, Lines, Shoes or Pads, Drums, Rotors and Wheel Cylinders or Calipers.		
	10. **Body Securement and Structure -** Hold Downs, Floor, Outriggers, Braces, Skirts, Mud Flaps and Chassis Frame Rails		
	11. **Exhaust System -** Leaks, Mounting, Muffler, Tailpipe and DEF, DPF System		
	12. **Wheels and Tires -** Tread Depth, Pressure, Damage, Matching, Alignment and Wheel Hardware		

TIRES	LF	RF	RRO	RRI	LRO	LRI
Tread Depth	/32	/32	/32	/32	/32	/32
Air Pressure	PSI	PSI	PSI	PSI	PSI	PSI

E. LUBRICATION & MAINTENANCE (OPTIONAL)			
	1. **Change Oil and Replace Oil Filter(s)** **Qts.**_____		
	2. **Replace Fuel Filter(s) Primary/Secondary and Drain Separator**		
	3. **Replace Transmission Filter(s)** **Qts.** _____		
	4. **Replace Air Compressor Filter (if applicable)**		
	5. **Replace Power Steering Filter** **Pts.**_____		
	6. **Replace Engine Air Cleaner Filter**		
	7. **Replace Coolant Filter (if applicable)**		
	8. **Test Starting and Charging System. Amps** _____ **Volts** _____		
	9. **Lubricate Chassis and Body** **Lbs.**_____		
	10. **Air Conditioning** If equipped, perform A/C system preventive maintenance according to manufacturer recommendations and district procedure.		
F. ROAD TEST			
	1. **Brake Performance -** Park Brake, Stopping Distance and Equalization		
	2. **Engine, Transmission and Driveline -** Engine Performance, Governor and Shifting		
	3. **Steering and Handling -**Free Play, Power Assist, Column, Tracking and Turning Radius		

NOTE: Follow the manufacturer's inspection and maintenance procedures for any equipment ... ted on ... is form.

COMMENTS:

SAMPLE

SCHOOL BUS SAFETY INSPECTOR

Printed Name: _____

Signature: _____

Certification Number: _____

SERVICE MANAGER OR DELEGATE

Printed Name: _____

Initials: _____ **Certification Number:** _____

Bus Returned to Service Date: _____

MAKE	Type	VIN	Year
Ford	Truck	1FDYF80E5SVA31130	1995
Ford	Truck	2FZHAFAA1YAH24554	2000
Dodge	Truck	3B6MC36531M547876	2001
Ford	Van	1FTRE14WX3HB52788	2003
Ford	Van	1FTRE14WX3HB52791	2003
Sterling	Truck	2FZACGDC45AU19377	2005
Sterling	Truck	2FZACGDC25AU19376	2005
International	Truck	1HTWGAAT65J051625	2005
Sterling	Truck	2FZACGDC45AU19380	2005
International	Truck	1HTMMAAN86H287137	2006
Ford	Van	1FTSE34L16HA75283	2006
Ford	Van	1FTSE34L36HA75284	2006
Ford	Van	1FTSE34L56HA75285	2006
Ford	Van	1FTRE14L26HA75280	2006
Ford	Van	1FTRE14L46HA75281	2006
Ford	Van	1FTRE14L66HA75282	2006
Ford	Truck	1FTWX33Y36EC19796	2006
Ford	Truck	1FTSW21506EB50036	2006
Ford	Truck	1FTSW21596EB50035	2006
Ford	Truck	1FTSW21506EC24040	2006
Ford	Truck	1FTSW21526EC24041	2006
Ford	Truck	1FDSW215X6EB50038	2006
Ford	Truck	1FDSW21516EB50039	2006
Ford	Truck	1FDSW21586EB50037	2006
Ford	Truck	1FDSW21586EB50040	2006
GMC	Truck	J8DC4B16867009706	2006
Ford	Van	1FTSE34L86DB18072	2006
Ford	Van	1FTSE34L66DB18068	2006
Ford	Van	1FTSE34LX6DB18073	2006
Ford	Van	1FTSE34L16DB18074	2006
Ford	Van	1FTSE34L86DB18069	2006
Ford	Van	1FTSE34L46DB18070	2006
Ford	Van	1FTSE34L66DB18071	2006
Ford	Van	1FTSE34L46DB18067	2006
Ford	Truck	1FDSX20547EA60514	2007
Ford	Truck	1FDSX205X7EA60520	2007
Ford	Truck	1FTSX21517EA51577	2007
Ford	Truck	1FDWX32517EA51578	2007
Ford	SUV	1FMEU73E97UA37752	2007
Ford	Truck	1FTSX20587EA60519	2006
Ford	Van	1FTNE24W06DB18066	2006
Ford	Van	1FTNE24W96DB18065	2006
Ford	Van	1FTNE24W56DB18063	2006
Ford	Van	1FBSS31LX6DB18060	2006
Ford	Van	1FBSS31L16DB18061	2006
Ford	Truck	1FTNF20Y17EA60517	2007

Ford	Truck	1FTNF20Y37EA60518	2007
Ford	Truck	1FTWF32Y07EA60516	2007
Ford	Truck	1FDWF37Y67EA47385	2007
Ford	Truck	1FDSX20517EA60521	2007
Ford	Truck	1FDWF32538EC31231	2008
Ford	Van	1FTNE24W08DA03972	2008
Ford	Van	1FTNE24W38DA03979	2008
Ford	Van	1FTNE24W68DA03975	2008
Ford	Van	1FTNE24WX8DA03977	2008
Ford	Van	1FTNE24W48DA03974	2008
Ford	Van	1FTNE24W18DA03978	2008
Ford	Van	1FTNE24WX8DA03980	2008
Ford	Van	1FTNE24W88DA03976	2008
Ford	Truck	1FTNX20568EC31234	2008
Ford	Truck	1FTNX20528EC31232	2008
Ford	Truck	1FTNX20588EC31235	2008
Ford	Van	1FTNE24W58DA03983	2008
Ford	Van	1FTNS24W18DA03973	2008
Ford	Van	1FTNE24W38DA03982	2008
Ford	Truck	1FTNX20558EC31239	2008
Ford	Truck	1FTNX20518EC31240	2008
Ford	Truck	1FTNX20538EC31238	2008
Ford	Truck	1FTSX21518ED04060	2008
Ford	Truck	1FTNX20518EC31237	2008
Ford	Truck	1FTWX33Y48EC31233	2008
Ford	Truck	1FTWW33Y88EC52718	2008
Dodge	SUV	1D8HB38N88F118113	2008
Dodge	SUV	1D8HB38N68F118112	2008
Ford	Truck	1FTRF12287KD32888	2007
Ford	Truck	1FTRF122X7KD32889	2007
Ford	Truck	1FTRF12267KD32890	2007
Ford	Truck	1FTRF12287KD32891	2007
Dodge	Van	1D4GP24R07B100843	2007
Dodge	Van	1D4GP24R57B248180	2007
Dodge	Van	1D4GP24R57B248177	2007
Ford	Van	1FTNE24W18DA03981	2008
Chevrolet	Van	1GCGG25C781223232	2008
Dodge	Van	WD0PE845785291915	2008
Ford	Car	3FAHP07Z29R127788	2009
Ford	Van	1FTSS34L49DA68333	2009
Dodge	Van	2D4RN4DG8BR655137	2011
Dodge	Van	2D4RN4DG0BR629499	2011
Dodge	Van	2D4RN4DG5BR700454	2011
Dodge	Van	2D4RN4DG5BR707436	2011
Ford	Car	1FA6P0G72E5372335	2014
Ford	Car	1FA6P0G79E5355399	2014
Ford	Van	1FTNR2CM2FKA27820	2015

Ford	Car	3FA6P0G76GR227055	2016
Ford	Car	3FA6P0G74GR227054	2016
Ford	Car	3FA6P0G72GR227053	2016
Ford	Transit	1FTYR2CM6GKA00649	2016
Ford	Transit	1FTYR2CM7GKA24863	2016
Dodge	Van	2C4RDGBGXGR347589	2016
Dodge	Van	2C4RDGBG0GR353563	2016
Dodge	Van	2C4RDGBG6GR347590	2016
Dodge	Van	2C4RDGBG8GR347591	2016
Ford	Truck	1FTBF2A6XGED29100	2016
Ford	Truck	1FTBF2A61GED29101	2016
Ford	Truck	1FTBF2A67GED29099	2016
Ford	Truck	1FT7X2A61GED29103	2016
Ford	Truck	1FT7X2A66GED40632	2016
Ford	Truck	1FT7X2A68GED40633	2016
Ford	SUV	1FMCU0GD6HUA68930	2017
Freightliner	Truck	3ALACXDT8HDJG0316	2017
Chevrolet	Van	1GCWGAFF9H1159192	2017
Chevrolet	Van	1GCWGAFF4H1159259	2017
Chevrolet	Van	1GCWGAFF3H1160239	2017
Chevrolet	Van	1GCWGAFF0H1159923	2017
Chevrolet	Van	1GCWGAFF2H1157171	2017
Chevrolet	Van	1GCWGAFF7H1155917	2017
Chevrolet	Van	1GCWGAFF6H1155293	2017
Chevrolet	Van	1GCWGAFF3H1156501	2017
Chevrolet	Van	1GCWGAFF2H1158191	2017
Chevrolet	Van	1GCWGAFFXH1163140	2017
Chevrolet	Van	1GCWGAFF2H1159731	2017
Chevrolet	Van	1GCWGAFF2H1159406	2017
Chevrolet	Van	1GCWGAFF2H1157512	2017
Chevrolet	Van	1GCWGAFF8H1162665	2017
Ford	Truck	1FT7X2A61HED44900	2017
Ford	Truck	1FT7X2A63HED44901	2017
Ford	Truck	1FT7X2A65HED44902	2017
Ford	Truck	1FT7X2A67HED44903	2017
Ford	Van	1FTYR2CMXGKB07137	2016
Ford	Truck	1FT7W2A62HEC99453	2017
Ford	Truck	1FT8X3DT4HED44904	2017
Ford	Truck	1FDRF3H63HED33402	2017
Ford	Car	3FA6P0G79HR387609	2017
Chevrolet	Van	1GCWGAFG0J1289375	2018
Ford	Transit	1FTYR2XM3JKA80316	2018
GMC	Truck	1GT21REG2JZ297205	2018
GMC	Truck	1GT21REG6JZ296641	2018
GMC	Truck	1GD21REG2JZ296227	2018
Ford	Transit	NMOLS6E78J136171	2018
Ford	Truck	1FDRF3HT2JEC20777	2018

Ford	Transit	1FTYR1CM6JKA80309	2018
Ford	Transit	1FTYR2XM5JKA80317	2018
Ford	SUV	1FMCU0F72JUC12247	2018
Ford	SUV	1FMCU0F74JUC12248	2018
Chevrolet	Truck	1GD21REG2JZ296227	2018
Chevrolet	Truck	1GB0CUEG0JZ318674	2018
Chevrolet	Truck	1GB0CUEG4JZ317284	2018
Ford	Truck	1FDRF3HT4JEC20778	2018
GMC	Truck	1GC2CUEG4JZ309321	2018
GMC	Truck	1GC2CUEG5JZ309179	2018
GMC	Truck	1GC2CUEG5JZ313684	2018
Chevrolet	Van	1GCWGAFG2J1289958	2018
Chevrolet	Van	1GCWGAFG6J1290577	2018
Chevrolet	Van	1GCWGAFG3J1290326	2018
Chevrolet	Van	1GCWGAFG9J1291464	2018
Chevrolet	Van	1GCWGAFG0J129188	2018
Chevrolet	Van	1GCWGBFG5J1288826	2018
Ford	Transit	1FTYR2CG8JKA25604	2018
Ford	Transit	1FTYR2DM0JKA22863	2018
Dodge	Caravan	2C4RDGBG1KR649846	2019
Dodge	Caravan	2C4RDGBG3KR649847	2019
Ford	Escape	1FMCU0F67LUA59620	2020
Ford	Transit	1FTBR1C87LKA16825	2020
Ford	Transit	1FTBR1C89LKA16826	2020
Ford	Transit	1FTBR1C80LKA16827	2020
Chevrolet	Express Cargo Van	1GCWGAFG7L1143610	2020
Chevrolet	Express Cargo Van	1GCWGAFG7L1146507	2019
Chevrolet	Express Cargo Van	1GCWGAFG1L1147992	2019
Chevrolet	Silverado 2500	2GB2CREG0K1224519	2019
Chevrolet	Express Cargo Van	1GCWGAFG2L1149587	2019
Chevrolet	Colorado	1GCHSBEA1L1125176	2020
Chevrolet	Colorado	1GCHSCEN1L1124232	2020
Ford	Explorer LE	1FM5K8AB4LGC63372	2020
Ford	Explorer LE	1FM5K8AB6LGC63373	2020
Ford	Explorer 4X4	1FMSK88H3MGB54506	2021
Ford	Explorer 4X4	1FMSK8BH5MGB54507	2021
Ford	Explorer 2WD	1FMSK7BH5MGC06700	2021
GMC	Sierra	1GD38PEY5MF301570	2021
Chevrolet	Express Cargo Van	1GCWGAFP7N1149393	2022
Chevrolet	Malibu	1G1ZC5ST8NF182045	2022
Ford	Escape	1FMCU0F68MUA19693	2021
Ford	Escape	1FMCU0F63MUA22629	2021
Ford	Escape	1FMCU0F62MUA23593	2021
Ford	Escape	1FMCU0F62MUA21052	2021
Ford	Escape	1FMCU0F65MUA21420	2021
Ford	Escape	1FMCU0F61MUA06400	2021

Ford	Escape	1FMCU0F61MUA83106	2021
Ford	Escape	1FMCU0F61MUA83946	2021
Ford	Escape	1FMCU0F66NUA67503	2022
Ford	Escape	1FMCU0F60NUA67187	2022
Ford	Escape	1FMCU0F60NUB18672	2022
Ford	Escape	1FMCU0F68NUB18645	2022
Ford	Transit		2022

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Labor - Service/Repair - At Contractor's Site		2. Labor - Service/Repair - Mobile		3. Materials (may not exceed 15% mark-up)		4. Use of Subcontractors (may not exceed 10% mark-up)	
	Per Hour	Notes	Per Hour	Notes	Percentage	Notes	Percentage	Notes
Central Florida Frame and Axle, Inc.	$130.00	1	N/A		15.00%		10.00%	
1415 Cortez Road, LLC dba Midas South Bradenton	$189.99		N/A		15.00%		10.00%	
Take 5 Properties SPV LLC	$0.00	2	$0.00	2	15.00%		N/A	

NOTES:

1)
Heavy duty collision
Medium duty truck collision
Alignments (both heavy duty and medium duty) and pickups
Frame straightening of both heavy duty and medium duty trucks
No engine work (exception of collision repair)
No cars
Replacement of school bus floors
Pick up and delivery not included (can be arranged i.e., wrecker)

2)
Flat rate (no labor) and no surcharge.

Flat Fee for Oil Changes:
Gas (Duramax quoted):
DM Synthetic Blend $33.99 up to 5Q, $5.00 X-Quart
DM Full Syn $45.00up to 5Q, $6.00 X-Quart
Diesel:
Shell Rotella T4-Conventional $45.00 5 Quarts, $6.00 X-Quart
Shell Rotella T5-Synthetic Blend $53.00 5 Quarts, $7.00 X-Quart
Weight of diesel oil is 5W40, 15W40, and 15W30.
*Mobil One can be quoted for 0W20, 0W20 D, 5W20, 5W30, 0W16, 0W40 at a higher cost

Eco Guard Filters are quoted for flat rate, however Cummins OEM filters can be stocked.

Any other service is 30% off for wiper blades, cabin filters, air filters, coolant flush, fuel system cleaner.

Filters are included in the standard oil change. There are buses that can be accommodated at one of Take 5's locations and some other diesel vehicles that have a 2nd fuel filter. 30% off would apply on those fuel filters.

Transmission services can be performed. OEM Allison approved ATFR295 (molecular signature code 295) fluid with OEM filters.

Pick up and delivery available.

Fixed prices can be provided on additional services as Take 5's system is updated.

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0074-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Central Florida Frame and Axle, 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:

Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from December 12, 2023 through December 11, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District,

its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for

any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new

employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2305061

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state

or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	5710 Causeway Blvd, Tampa, FL 33619
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the

subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. “Firearm” has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor’s employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District’s Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party.	
Central Florida Frame and Axle CONTRACTOR/COMPANY NAME	5710 Causeway Blvd., Tampa, FL 33619 ADDRESS
PHONE 813-620-9151	EMAIL pjones@americanframeandaxle.com
TYPE OR PRINT NAME Paul Jones	TITLE President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Paul E. Jones, Pres.	11/08/2023		
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 29, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770 Ext. 41204</td></tr>
<tr><td>Email address:
dufonk@manateeschools.net</td></tr>
<tr><td>TITLE:
Vehicle Fleet Maintenance and Repair Services</td><td>NUMBER:
24-0074-KD</td><td>SUBMITTAL DEADLINE:
October 30, 2023 @ 3:00P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: October 13, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide gasoline/diesel vehicle fleet maintenance and repair services on an as needed basis for the School District of Manatee County. These services may include, but are not limited to preventative maintenance (fluid changes, alignments, etc.), mobile service/road calls, engine/motor repair, heavy duty truck repair, etc. The District currently has approximately 180 buses and 400 white fleet and heavy duty vehicles in service. Fleet is subject to change throughout the contract period.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

This is **not** an "all or none" solicitation. Bidders are **not** required to bid on all service/lines described in this solicitation.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **December 12, 2023 through December 11, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of products and services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County (SDMC).

Experience:
Each bidder submitting certifies that they possess the required certificates to perform these services. Bidder shall have performed services similar in scope to this contract and shall have a minimum of three (3) years' experience and shall provide proof along with the bid. The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for provision of the awarded supplier's obligations and functions hereunder. Failure to provide the necessary licenses or qualifications may be cause for rejection of the bidder's response or termination of the awarded contract.

The contractor shall provide products and services, as requested in this bid based upon the quoted hourly labor rate(s) and percentage rates for parts, and materials as stated in this bid. Standard Repair Time (SRT) shall be used to calculate the cost for each job. SRT shall be in accordance with the Technology Maintenance Council (TMC) or other industry standard measuring system as agreed upon by the District.

All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

The contractor shall provide products and service in accordance with Original Equipment Manufacturer (OEM) specifications unless otherwise approved by the SDMC Vehicle Maintenance Department or designee. After market parts may be permissible on units out of their warranty period, when it is economically favorable to the District, however prior approval must be obtained before acquisition and installation is performed.

In the instance where a road test on a vehicle is required to complete the service request, Contractor shall ensure that all employees performing such test(s) have current Driver's License(s) and are properly insured in accordance with the automotive liability insurance requirements of this bid. All road tests shall be completed within five (5) miles of the service location unless otherwise authorized by the School District of Manatee County (SDMC) Vehicle Maintenance Department or designee.

Fleet is categorized as cars, SUVs, light, medium, and heavy duty trucks, etc. Services will be rendered as directed by the SDMC Vehicle Maintenance Department or designee. The contractor will work closely with SDMC personnel to fully service the SDMC fleet, minimize the cycle time of repair, preventative maintenance, or inspection procedure, and maximize the utilization of SDMC units.

Contractor shall take all necessary precautions to safeguard the vehicle(s) while in possession of the contractor. This includes, but is not limited to safeguarding of the keys, locking the vehicle doors, proper use of vehicle lift, etc.

Preventative Maintenance:
Preventative maintenance is to include oil filter and engine oil replacement, and if necessary, replace drain plug or gasket. Check and top off all vehicle fluids to include but not limited to, rear axle, transfer case, power steering fluid, transmission fluid, engine coolant recovery tank, and windshield washer fluid. Lubricate grease fittings where applicable. Lubrication will include, but not limited to, door hinges, door checks and pivot points, door latches, hood latches and aux, catch, and parking brake cable(s).

Complete safety inspection to include lights, wiper blades, all tires including spare for proper inflation, inflate tires, if necessary, to correct OEM air pressure setting. Check tire tread depth and examine tire for uneven

wear. Check universal joints, ball joints, steering linkage, and all suspension parts, Test battery and charging system, and check engine belts, hoses, and components. Reset oil life monitor, if equipped.

Torque Specifications – all services fasteners; drain plugs, filters, caps, underbody shields and fasteners, and lug-nuts must be properly installed and torqued to manufacturer's specifications.

When necessary, replace head lamp, incandescent bulbs, brake lights, turn signals, running lights, wiper blades, or engine air filter at the direction of SDMC Vehicle Maintenance or designee.

Tire Service:
As directed by the District, the contractor will complete tire service to include repairs, road service, mounting, etc. Tires may be purchased by the District and provided to the supplier. If the supplier is able to obtain the same brand name and load rating tire at a lesser cost, the District may allow the contractor to provide such items.

Additional Repairs and Service:
Additional repairs and service may be requested by the District and will be performed in accordance with the OEM's recommended specifications.

Sample Vehicle Safety Inspection Form:
A Vehicle Safety Inspection Form must be completed at the time of service for each vehicle. Any additional service and repairs must be noted on the check list and pre-approved before any work may start. This form is subject to change and will be provided to the contractor before each service. See Attachment 1 – Sample Vehicle Safety Inspection Form.

Reminder Decals:
Contractor to provide reminder decals that indicate the current mileage or hours of service and the mileage or hours at which the next service will need to be completed.

Use of Subcontractors:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Vehicle Maintenance representative.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs and services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:		
1.	Labor – Service/Repair – At Contractor's Site	$ Per Hour
2.	Labor – Service/Repair – Mobile	$ Per Hour
3.	Percentage mark-up of materials cost. A MAXIMUM OF 15% MARK-UP of cost of materials will be allowed. Sales Tax may not be included in the mark-up calculation.	% mark-up
4.	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	% mark-up

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

Contractor shall comply with SDMC Lock Out/Tag Out Equipment procedure and follow all safety policies.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using

correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 13, 2023	Questions/Clarifications due
October 18, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 30, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
November 2, 2023	If needed, evaluation of bids to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or About November 2, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0074-KD Title: Vehicle Maintenance and Repair Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

October 20, 2023

ADDENDUM No. I

Vehicle Fleet Maintenance and Repair Services, SDMC No. 24-0074-KD

Due to an unscheduled downtime with Vendorlink, this addendum is posted on October 20, 2023. Please see the Vendorlink downtime notice below.

The VendorLink site is currently down. We are working on the issue now. We apologize for the inconvenience.

Update: We are looking to have the site back up this evening. We found the issues and resolved most of them.

There were several MS Windows and Database updates that were applied that have serious issues when installed. We have contacted Microsoft and are working with them to track the problems with the updates.

We are also aware that we were not the only site that was affected by these updates.

Thank you,

VendorLink Support

The following change/clarification shall be made on the above referenced bid:

The cost of parts and materials shall be based on the Contractor's wholesale or purchase price from the supply house plus a percent mark-up. A mark-up on sales tax will not be allowed.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

FLORIDA VEHICLE SAFETY INSPECTION FORM

Unit #:_____ Mileage:_____ RO#:_____ Date:_____

Manufacturer:_____ Model:_____ Capacity:_____ Model Year:_____

Next Inspection Due:_____ School District:_____ Shop Location:_____

Status Codes: ✓ **= item is OK;** **X = item needs repair or as noted;** **O = out of service;** **— or N/A = Not Applicable**

Status Code	INSPECTION ITEMS	COMMENTS (Note Specific Deficiencies)	Tech. Initials
A. INSIDE VEHICLE			
	1. **Emergency Equipment -** Fire Ext. (pressure/tag/mount), First Aid Kit, Body Fluid Cleanup Kit and Reflectors		
	2. **Registration and Insurance Card**		
	3. **Neutral Safety Switch, Shifter and Noise Abatement Switch**		
	4. **Engine Controls** - Key Switch, Accelerator and Engine Shutdown		
	5. **Gauges, Indicators, Dash and Switch Panel Lights, Engine Warning Lights/ Buzzers and ABS Warning Light**		
	6. **Hydraulic Brakes -** Warning Light, Gauge, Pedal Travel and Fade, Power Assist and Park Brake		
	7. **Windshield Wipers and Washers -** Operation, Park and Blades		
	8. **Heaters, Defrosters and Fan(s)**		
	9. **Dome/Interior Lights**		
	10. **Horns**		
	11. **Mirror Adjustment and Condition -** Rear vision, Side-view and Interior		
	12. **Driver's Seat and Seat Belt**		
	13. **Passenger Seats -** Frames, Mounting, Pads, Cuts, Bottoms, Modesty Panels, Stanchions, Passenger Securement Devices and Webbing Cutter		
	14. **Doors and Windows** Operation		
	15. **Windshield, Side and Rear Windows -** Cracks, Fogging, Latches and Visor		
	16. **Wheelchair Lift, Door and Securement System -** (if equipped)		
	17. **Two-Way Radio Operation -** (if equipped)		
	18. **Interior Wiring, Hoses and Fire Wall Seals**		
	19. **General Condition of Vehicle Interior -** Floor, Stepwell, Grab handle(s), Paneling, Broom Mounting, Loose Objects Secured and Engine Cover		
B. OUTSIDE VEHICLE			
	1. **Headlights, Turn Signals, Hazard, Brake, Tail, Backup Lights, Backup Alarm (if equipped) and Park Lights and reflectors**		
	2. **General Condition of Vehicle Exterior -** Mirrors, Bumpers, Body Damage,Paint, Reflective Marking, Lettering, Doors, Engine Hood and Cleanliness		
C. ENGINE COMPARTMENT			
	1. **Steering -** Play, Column, Steering Gear Mounting, Pitman Arm, Drag Link, Steering Arm, Tie Rod & Ends and Idler Arm		
	2. **Batteries -** Hold Down, Terminals, Cables, Cleanliness and Load Test		
	3. **Fluid Levels and Condition -** Brake, Power Steering, Oil, Transmission, Windshield Washer, Coolant (Antifreeze _____°F)		
	4. **Belts and All Hoses -** Tightness, Condition, Routing and Belt Alignment		
	5. **Accessory Mounting and Condition –** Power Steering Pump, Water Pump, Fan, Alternator and Air Cleaner (Restriction) _____(H_2O)		
	6. **Wiring -** Routing and Condition		
	7. **Fuel System and Lines**		
	8. **Radiator -** Mounting, Cap, Reservoir and Fan Shroud		
		Form 2024-VIF (effective January 2024)	

SAMPLE

Status Code	INSPECTION ITEMS	COMMENTS (Note Specific Deficiencies)	Tech. Initials
D. UNDERNEATH VEHICLE			
	1. **Front Suspension -** Mounting-Bolts, Struts, Springs, Spring Mounts, Shackles, Pins and Bushings, Shocks, Wheel Bearings, Seals, A-Frames, Bushings and Ball Joints		
	2. **Front Brakes –** ABS Sensors and Wiring, Hoses, Lines, Calipers, Rotors and Pads.		
	3. **Engine Mounts, Transmission Mounts and Starter Mounting**		
	4. **Transmission -** Bolts, Linkage, Lines, Filter and Cooler		
	5. **Fluid Leaks -** Oil, Coolant, Transmission and Power Steering		
	6. **Fuel and DEF Tank -** Leaks, Mounting, Hoses, Wiring and Cap		
	7. **Driveline –** Drive Shafts, CV Joints and Boots, U-Joints, Yokes, Hanger Bearings and Guards		
	8. **Rear Suspension -** Axle Housing, Vent, Differential, Springs, Struts, U-Bolts, Shocks, Spring Shackles, Pins and Bushings, Hangers, Seals and Wheel Bearings		
	9. **Rear Brakes -** Hoses, Lines, Shoes or Pads, Drums, Rotors and Wheel Cylinders or Calipers.		
	10. **Body Securement and Structure -** Hold Downs, Floor, Outriggers, Braces, Skirts, Mud Flaps and Chassis Frame Rails		
	11. **Exhaust System -** Leaks, Mounting, Muffler, Tailpipe and DEF, DPF System		
	12. **Wheels and Tires -** Tread Depth, Pressure, Damage, Matching, Alignment and Wheel Hardware		

TIRES	LF	RF	RRO	RRI	LRO	LRI
Tread Depth	/32	/32	/32	/32	/32	/32
Air Pressure	PSI	PSI	PSI	PSI	PSI	PSI

E. LUBRICATION & MAINTENANCE (OPTIONAL)			
	1. **Change Oil and Replace Oil Filter(s)** **Qts.**_____		
	2. **Replace Fuel Filter(s) Primary/Secondary and Drain Separator**		
	3. **Replace Transmission Filter(s)** **Qts.** _____		
	4. **Replace Air Compressor Filter (if applicable)**		
	5. **Replace Power Steering Filter** **Pts.**_____		
	6. **Replace Engine Air Cleaner Filter**		
	7. **Replace Coolant Filter (if applicable)**		
	8. **Test Starting and Charging System. Amps** _____ **Volts** _____		
	9. **Lubricate Chassis and Body** **Lbs.**_____		
	10. **Air Conditioning** If equipped, perform A/C system preventive maintenance according to manufacturer recommendations and district procedure.		
F. ROAD TEST			
	1. **Brake Performance -** Park Brake, Stopping Distance and Equalization		
	2. **Engine, Transmission and Driveline -** Engine Performance, Governor and Shifting		
	3. **Steering and Handling -**Free Play, Power Assist, Column, Tracking and Turning Radius		

NOTE: Follow the manufacturer's inspection and maintenance procedures for any equipment ... ted on ... is form.

COMMENTS:

SAMPLE

SCHOOL BUS SAFETY INSPECTOR

Printed Name: _____

Signature: _____

Certification Number: _____

SERVICE MANAGER OR DELEGATE

Printed Name: _____

Initials: _____ **Certification Number:** _____

Bus Returned to Service Date: _____

MAKE	Type	VIN	Year
Ford	Truck	1FDYF80E5SVA31130	1995
Ford	Truck	2FZHAFAA1YAH24554	2000
Dodge	Truck	3B6MC36531M547876	2001
Ford	Van	1FTRE14WX3HB52788	2003
Ford	Van	1FTRE14WX3HB52791	2003
Sterling	Truck	2FZACGDC45AU19377	2005
Sterling	Truck	2FZACGDC25AU19376	2005
International	Truck	1HTWGAAT65J051625	2005
Sterling	Truck	2FZACGDC45AU19380	2005
International	Truck	1HTMMAAN86H287137	2006
Ford	Van	1FTSE34L16HA75283	2006
Ford	Van	1FTSE34L36HA75284	2006
Ford	Van	1FTSE34L56HA75285	2006
Ford	Van	1FTRE14L26HA75280	2006
Ford	Van	1FTRE14L46HA75281	2006
Ford	Van	1FTRE14L66HA75282	2006
Ford	Truck	1FTWX33Y36EC19796	2006
Ford	Truck	1FTSW21506EB50036	2006
Ford	Truck	1FTSW21596EB50035	2006
Ford	Truck	1FTSW21506EC24040	2006
Ford	Truck	1FTSW21526EC24041	2006
Ford	Truck	1FDSW215X6EB50038	2006
Ford	Truck	1FDSW21516EB50039	2006
Ford	Truck	1FDSW21586EB50037	2006
Ford	Truck	1FDSW21586EB50040	2006
GMC	Truck	J8DC4B16867009706	2006
Ford	Van	1FTSE34L86DB18072	2006
Ford	Van	1FTSE34L66DB18068	2006
Ford	Van	1FTSE34LX6DB18073	2006
Ford	Van	1FTSE34L16DB18074	2006
Ford	Van	1FTSE34L86DB18069	2006
Ford	Van	1FTSE34L46DB18070	2006
Ford	Van	1FTSE34L66DB18071	2006
Ford	Van	1FTSE34L46DB18067	2006
Ford	Truck	1FDSX20547EA60514	2007
Ford	Truck	1FDSX205X7EA60520	2007
Ford	Truck	1FTSX21517EA51577	2007
Ford	Truck	1FDWX32517EA51578	2007
Ford	SUV	1FMEU73E97UA37752	2007
Ford	Truck	1FTSX20587EA60519	2006
Ford	Van	1FTNE24W06DB18066	2006
Ford	Van	1FTNE24W96DB18065	2006
Ford	Van	1FTNE24W56DB18063	2006
Ford	Van	1FBSS31LX6DB18060	2006
Ford	Van	1FBSS31L16DB18061	2006
Ford	Truck	1FTNF20Y17EA60517	2007

Ford	Truck	1FTNF20Y37EA60518	2007
Ford	Truck	1FTWF32Y07EA60516	2007
Ford	Truck	1FDWF37Y67EA47385	2007
Ford	Truck	1FDSX20517EA60521	2007
Ford	Truck	1FDWF32538EC31231	2008
Ford	Van	1FTNE24W08DA03972	2008
Ford	Van	1FTNE24W38DA03979	2008
Ford	Van	1FTNE24W68DA03975	2008
Ford	Van	1FTNE24WX8DA03977	2008
Ford	Van	1FTNE24W48DA03974	2008
Ford	Van	1FTNE24W18DA03978	2008
Ford	Van	1FTNE24WX8DA03980	2008
Ford	Van	1FTNE24W88DA03976	2008
Ford	Truck	1FTNX20568EC31234	2008
Ford	Truck	1FTNX20528EC31232	2008
Ford	Truck	1FTNX20588EC31235	2008
Ford	Van	1FTNE24W58DA03983	2008
Ford	Van	1FTNS24W18DA03973	2008
Ford	Van	1FTNE24W38DA03982	2008
Ford	Truck	1FTNX20558EC31239	2008
Ford	Truck	1FTNX20518EC31240	2008
Ford	Truck	1FTNX20538EC31238	2008
Ford	Truck	1FTSX21518ED04060	2008
Ford	Truck	1FTNX20518EC31237	2008
Ford	Truck	1FTWX33Y48EC31233	2008
Ford	Truck	1FTWW33Y88EC52718	2008
Dodge	SUV	1D8HB38N88F118113	2008
Dodge	SUV	1D8HB38N68F118112	2008
Ford	Truck	1FTRF12287KD32888	2007
Ford	Truck	1FTRF122X7KD32889	2007
Ford	Truck	1FTRF12267KD32890	2007
Ford	Truck	1FTRF12287KD32891	2007
Dodge	Van	1D4GP24R07B100843	2007
Dodge	Van	1D4GP24R57B248180	2007
Dodge	Van	1D4GP24R57B248177	2007
Ford	Van	1FTNE24W18DA03981	2008
Chevrolet	Van	1GCGG25C781223232	2008
Dodge	Van	WD0PE845785291915	2008
Ford	Car	3FAHP07Z29R127788	2009
Ford	Van	1FTSS34L49DA68333	2009
Dodge	Van	2D4RN4DG8BR655137	2011
Dodge	Van	2D4RN4DG0BR629499	2011
Dodge	Van	2D4RN4DG5BR700454	2011
Dodge	Van	2D4RN4DG5BR707436	2011
Ford	Car	1FA6P0G72E5372335	2014
Ford	Car	1FA6P0G79E5355399	2014
Ford	Van	1FTNR2CM2FKA27820	2015

Ford	Car	3FA6P0G76GR227055	2016
Ford	Car	3FA6P0G74GR227054	2016
Ford	Car	3FA6P0G72GR227053	2016
Ford	Transit	1FTYR2CM6GKA00649	2016
Ford	Transit	1FTYR2CM7GKA24863	2016
Dodge	Van	2C4RDGBGXGR347589	2016
Dodge	Van	2C4RDGBG0GR353563	2016
Dodge	Van	2C4RDGBG6GR347590	2016
Dodge	Van	2C4RDGBG8GR347591	2016
Ford	Truck	1FTBF2A6XGED29100	2016
Ford	Truck	1FTBF2A61GED29101	2016
Ford	Truck	1FTBF2A67GED29099	2016
Ford	Truck	1FT7X2A61GED29103	2016
Ford	Truck	1FT7X2A66GED40632	2016
Ford	Truck	1FT7X2A68GED40633	2016
Ford	SUV	1FMCU0GD6HUA68930	2017
Freightliner	Truck	3ALACXDT8HDJG0316	2017
Chevrolet	Van	1GCWGAFF9H1159192	2017
Chevrolet	Van	1GCWGAFF4H1159259	2017
Chevrolet	Van	1GCWGAFF3H1160239	2017
Chevrolet	Van	1GCWGAFF0H1159923	2017
Chevrolet	Van	1GCWGAFF2H1157171	2017
Chevrolet	Van	1GCWGAFF7H1155917	2017
Chevrolet	Van	1GCWGAFF6H1155293	2017
Chevrolet	Van	1GCWGAFF3H1156501	2017
Chevrolet	Van	1GCWGAFF2H1158191	2017
Chevrolet	Van	1GCWGAFFXH1163140	2017
Chevrolet	Van	1GCWGAFF2H1159731	2017
Chevrolet	Van	1GCWGAFF2H1159406	2017
Chevrolet	Van	1GCWGAFF2H1157512	2017
Chevrolet	Van	1GCWGAFF8H1162665	2017
Ford	Truck	1FT7X2A61HED44900	2017
Ford	Truck	1FT7X2A63HED44901	2017
Ford	Truck	1FT7X2A65HED44902	2017
Ford	Truck	1FT7X2A67HED44903	2017
Ford	Van	1FTYR2CMXGKB07137	2016
Ford	Truck	1FT7W2A62HEC99453	2017
Ford	Truck	1FT8X3DT4HED44904	2017
Ford	Truck	1FDRF3H63HED33402	2017
Ford	Car	3FA6P0G79HR387609	2017
Chevrolet	Van	1GCWGAFG0J1289375	2018
Ford	Transit	1FTYR2XM3JKA80316	2018
GMC	Truck	1GT21REG2JZ297205	2018
GMC	Truck	1GT21REG6JZ296641	2018
GMC	Truck	1GD21REG2JZ296227	2018
Ford	Transit	NMOLS6E78J136171	2018
Ford	Truck	1FDRF3HT2JEC20777	2018

Ford	Transit	1FTYR1CM6JKA80309	2018
Ford	Transit	1FTYR2XM5JKA80317	2018
Ford	SUV	1FMCU0F72JUC12247	2018
Ford	SUV	1FMCU0F74JUC12248	2018
Chevrolet	Truck	1GD21REG2JZ296227	2018
Chevrolet	Truck	1GB0CUEG0JZ318674	2018
Chevrolet	Truck	1GB0CUEG4JZ317284	2018
Ford	Truck	1FDRF3HT4JEC20778	2018
GMC	Truck	1GC2CUEG4JZ309321	2018
GMC	Truck	1GC2CUEG5JZ309179	2018
GMC	Truck	1GC2CUEG5JZ313684	2018
Chevrolet	Van	1GCWGAFG2J1289958	2018
Chevrolet	Van	1GCWGAFG6J1290577	2018
Chevrolet	Van	1GCWGAFG3J1290326	2018
Chevrolet	Van	1GCWGAFG9J1291464	2018
Chevrolet	Van	1GCWGAFG0J129188	2018
Chevrolet	Van	1GCWGBFG5J1288826	2018
Ford	Transit	1FTYR2CG8JKA25604	2018
Ford	Transit	1FTYR2DM0JKA22863	2018
Dodge	Caravan	2C4RDGBG1KR649846	2019
Dodge	Caravan	2C4RDGBG3KR649847	2019
Ford	Escape	1FMCU0F67LUA59620	2020
Ford	Transit	1FTBR1C87LKA16825	2020
Ford	Transit	1FTBR1C89LKA16826	2020
Ford	Transit	1FTBR1C80LKA16827	2020
Chevrolet	Express Cargo Van	1GCWGAFG7L1143610	2020
Chevrolet	Express Cargo Van	1GCWGAFG7L1146507	2019
Chevrolet	Express Cargo Van	1GCWGAFG1L1147992	2019
Chevrolet	Silverado 2500	2GB2CREG0K1224519	2019
Chevrolet	Express Cargo Van	1GCWGAFG2L1149587	2019
Chevrolet	Colorado	1GCHSBEA1L1125176	2020
Chevrolet	Colorado	1GCHSCEN1L1124232	2020
Ford	Explorer LE	1FM5K8AB4LGC63372	2020
Ford	Explorer LE	1FM5K8AB6LGC63373	2020
Ford	Explorer 4X4	1FMSK88H3MGB54506	2021
Ford	Explorer 4X4	1FMSK8BH5MGB54507	2021
Ford	Explorer 2WD	1FMSK7BH5MGC06700	2021
GMC	Sierra	1GD38PEY5MF301570	2021
Chevrolet	Express Cargo Van	1GCWGAFP7N1149393	2022
Chevrolet	Malibu	1G1ZC5ST8NF182045	2022
Ford	Escape	1FMCU0F68MUA19693	2021
Ford	Escape	1FMCU0F63MUA22629	2021
Ford	Escape	1FMCU0F62MUA23593	2021
Ford	Escape	1FMCU0F62MUA21052	2021
Ford	Escape	1FMCU0F65MUA21420	2021
Ford	Escape	1FMCU0F61MUA06400	2021

Ford	Escape	1FMCU0F61MUA83106	2021
Ford	Escape	1FMCU0F61MUA83946	2021
Ford	Escape	1FMCU0F66NUA67503	2022
Ford	Escape	1FMCU0F60NUA67187	2022
Ford	Escape	1FMCU0F60NUB18672	2022
Ford	Escape	1FMCU0F68NUB18645	2022
Ford	Transit		2022

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON VEHICLE FLEET MAINTENANCE AND REPAIR SERVICES, SDMC No. 24-0074-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Labor - Service/Repair - At Contractor's Site		2. Labor - Service/Repair - Mobile		3. Materials (may not exceed 15% mark-up)		4. Use of Subcontractors (may not exceed 10% mark-up)	
	Per Hour	Notes	Per Hour	Notes	Percentage	Notes	Percentage	Notes
Central Florida Frame and Axle, Inc.	**$130.00**	1	**N/A**		**15.00%**		**10.00%**	
1415 Cortez Road, LLC dba Midas South Bradenton	**$189.99**		**N/A**		**15.00%**		**10.00%**	
Take 5 Properties SPV LLC	**$0.00**	2	**$0.00**	2	**15.00%**		**N/A**	

NOTES:

1)
Heavy duty collision
Medium duty truck collision
Alignments (both heavy duty and medium duty) and pickups
Frame straightening of both heavy duty and medium duty trucks
No engine work (exception of collision repair)
No cars
Replacement of school bus floors
Pick up and delivery not included (can be arranged i.e., wrecker)

2)
Flat rate (no labor) and no surcharge.

Flat Fee for Oil Changes:
Gas (Duramax quoted):
DM Synthetic Blend $33.99 up to 5Q, $5.00 X-Quart
DM Full Syn $45.00up to 5Q, $6.00 X-Quart
Diesel:
Shell Rotella T4-Conventional $45.00 5 Quarts, $6.00 X-Quart
Shell Rotella T5-Synthetic Blend $53.00 5 Quarts, $7.00 X-Quart
Weight of diesel oil is 5W40, 15W40, and 15W30.
*Mobil One can be quoted for 0W20, 0W20 D, 5W20, 5W30, 0W16, 0W40 at a higher cost

Eco Guard Filters are quoted for flat rate, however Cummins OEM filters can be stocked.

Any other service is 30% off for wiper blades, cabin filters, air filters, coolant flush, fuel system cleaner.

Filters are included in the standard oil change. There are buses that can be accommodated at one of Take 5's locations and some other diesel vehicles that have a 2nd fuel filter. 30% off would apply on those fuel filters.

Transmission services can be performed. OEM Allison approved ATFR295 (molecular signature code 295) fluid with OEM filters.

Pick up and delivery available.

Fixed prices can be provided on additional services as Take 5's system is updated.

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.30

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The District issued an invitation to bid on sign language interpreting services. School District of Manatee County (SDMC) staff may utilize contractor(s) for interpreter services for the deaf as needed. These services must be offered by the Exceptional Student Education (ESE) department or other schools/departments by either District staff of independent contractor(s) for the use with students and or parents. The expenditures for these services has increased due to loss of staff and increased need by students and parents.

The requested contract is for the period of January 1, 2024 through December 31, 2027, with one (1) additional three (3) year renewal.

Historical expenditures are as follows:
- YTD 2023-2024 $24,999.00
- 2022-2023: $64,500.00
- 2021-2022: $21,000.00

The bid is recommended for award to the following vendors:
Absolute Quality Interpreting Services, LLC, New Port Richey, FL., Florida Document No. L11000028474
Cirrus, Inc., St. Augustine, FL, Florida Document No. P2000027048
Purple Communications, Inc. Austin, TX, Florida Document No. F13000005300
Sign Talk, LLC, Orlando, FL, Florida Document No. M11000004181
Visual Communications of Sarasota/Manatee, Inc., Sarasota, FL, Florida Document No. P07000082166

Approval of this bid does not indicate immediate or complete expenditure of funds. 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):

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

Recommendation
The Superintendent recommends approval of the bid on sign language interpreting services, SDMC No. 24-0077-BS, estimated in the amount of $75,000.00 annually (IDEA).

Financial Impact
The funding source for this annually estimated expenditure will be IDEA funds from the Exceptional Student Education (ESE) department and in included in the approved budget for 2023/2024.

Contact
Submitting Departments: Exceptional Student Education (ESE) and Purchasing

Initiated By: Nicole Cox and Ruth Gruett

Attachments:
24-0077-BS Absolute Quality
24-0077-BS Cirrus
24-0077-BS Purple Communications
24-0077-BS Sign Talk
24-0077-BS VISCOM

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0077-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Absolute Quality Interpreting Services, LLC Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from **January 1, 2024** through **December 31, 2027**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for one additional three period. Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its

members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: NOT APPLICABLE

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Absolute Quality Interpreting Services, LLC PO Box 1837 New Port Richey, FL 34656
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
AQI SERVICES, LLC CONTRACTOR/COMPANY NAME	PO BOX 1837 NEW PORT RICHEY, FL 34656 ADDRESS
PHONE 813-785-1214	EMAIL RFP@aqiservices.com
TYPE OR PRINT NAME LISA SCHAEFERMEYER	TITLE CEO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

Lisa Schaefermeyer	11/6/23		11/27/23
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/18/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td colspan="2">SUBMIT TO:
All Bids must be submitted via VendorLink--www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: SEPTEMBER 25, 2023</td></tr>
<tr><td colspan="2">CONTACT PERSON:
Beth Sharp Tolly</td><td colspan="2" rowspan="3"></td></tr>
<tr><td colspan="2">Telephone #: 941-708-8770</td></tr>
<tr><td colspan="2">Email address: Sharpb@manateeschools.net</td></tr>
<tr><td colspan="2">TITLE:
SIGN LANGUAGE INTERPRETING SERVICES</td><td>NUMBER:
24-0077-BS</td><td>SUBMITTAL DEADLINE:
OCTOBER 23, 2023</td></tr>
<tr><td colspan="3">PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="4">REQUEST FOR INFORMATION DEADLINE: OCTOBER 6, 2023</td></tr>
<tr><td colspan="4">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td colspan="2" rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td colspan="2">MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td colspan="2">CITY – STATE – ZIP:</td></tr>
<tr><td colspan="2">TELEPHONE NO:</td></tr>
<tr><td colspan="2">FAX NO:</td></tr>
<tr><td colspan="2">FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
- ☐ Bidder's Experience and Qualifications (APPENDIX C)
- ☐ Bidder' References
- ☐ Bidder's Statement of Principal Place of Business (APPENDIX D)
- ☐ Bidder's Statement of Financial Qualification (APPENDIX E)
- ☐ Drug-free Workplace Certification (APPENDIX F)
- ☐ Federal Debarment and Suspension Certification (APPENDIX G)
- ☐ Scrutinized Company Certification (APPENDIX H)
- ☐ Byrd Anti-Lobbying Amendment (APPENDIX I)
- ☐ Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
- ☐ Anti-Discrimination Amendment (APPENDIX K)

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers of Sign Language Interpreting Services for schools and departments on an as needed basis throughout the School District of Manatee County. Schools and departments may choose any awarded provider.Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to one (1) additional three (3) year period, upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:
    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

School District of Manatee County, hereafter referred to as the "District" or "SDMC", is seeking bids from qualified Bidders interested in providing qualified Interpreters for the deaf or hard of hearing (hereinafter noted as “Interpreters”). All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. Interpreting services including but not limited to, sign language interpreting, oral interpreting, and transliteration will be delivered in an educational environment, unless otherwise requested, and on an “as needed” basis as determined by the Supervisor of Exceptional Student Education for Deaf/Hard of Hearing Programs or designee (hereinafter noted as “ESE” Department). The “need” will be determined by using data regarding particular schools and individual requests received from schools, students, parents, and others. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting SDMC actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SCOPE: The ESE Department will contact the awarded vendor(s) with requests for Interpreters as coverage needs arise. Locations will be within the Manatee County School District (see website for school site locations) unless otherwise requested.

Services shall be provided on an “as needed” basis as determined by the ESE Department. All communication regarding school placements must take place between the awarded vendor and the ESE Department. Neither vendors nor Interpreters shall make direct placement arrangements with any school, except as approved through district procedures for covering absences outside of regular business hours. The vendor shall contact SDMC for approval prior to re-assigning any Interpreters to existing job orders/assignments. “Bumping” previously assigned interpreters for the purpose of maintaining workload of full-time agency interpreters will not be approved.

Upon requirement by the State of Florida (Licensure), the interpreter will be required to hold interpreting credentials to work in Florida. The Interpreters and SDMC will base their method of work on the Registry of Interpreters for the Deaf (RID) standards, Florida Department of Education (DOE) guidelines and the NAD-RID Code of Professional Conduct for Sign Language Interpreters as outlined at www.rid.org. Vendor shall provide and maintain current qualification with Registry of Interpreters for the Deaf (RID), National Interpreter Certification (NIC), and/or the Educational Interpreter Performance Assessment (EIPA) of qualified interpreters awarded vendor intends to place in schools.

Interpreters must have an EIPA score of 3.0 or higher.

Each interpreter must be available to work at any school or district facility in Manatee County, unless SDMC determines a specific facility does not work well for a particular student/interpreter in case the interpreter may be placed into another location/school.

Each Interpreter shall comply with all SDMC policies and procedures and shall adhere to the highest standards for professional conduct.

Agency interpreters may not use cell phones or text messaging while in the classroom setting. The only time cell phone use is acceptable is for the need of communicate with the agency coordinator or ESE department.

Interpreter services may include, but not be limited to, American Sign Language interpreting, Signing Exact English interpreting Trilingual Interpreting. Interpreter services will be requested for students in academic classrooms; for students involved in after hour sports or school related activities; for students on vocational job sites and for parents at school related activities and/or meetings regarding their child. Hourly and full day interpreters are needed to meet the demands of SDMC. The number of interpreter needs varies yearly based on need.

Vendors must agree to be available by phone seven (7) days a week between the hours of 5:00am till 11:00 pm to receive requests for services. Vendors will be contacted with two (2) hours to fulfill the request and respond to the Deaf/HH Coordinator. Any assignments requiring two (2) Interpreters **must** have approval from the ESE Department **prior** to the assignment.

In the event that a vendor has accepted and confirmed an assignment but is unable to fulfill the request due to unforeseen circumstances (e.g., Interpreter illness), the vendor shall be responsible for notifying the ESE Department immediately and shall be responsible for securing a replacement Interpreter within the agency.

GUIDELINES SPECIFIC TO THE INDIVIDUAL INTERPRETERS: Responsibilities of the Interpreters include, but are not limited to the following:

- Providing interpreting services as assigned and agreed upon by vendor and SDMC.
- Meeting the communication needs of the student/client to which the Interpreter has been assigned.
- Engaging in professional conduct at all times, including proper attire, presentation, communication, and behavior. All Interpreters shall be required to abide by the School Board Dress Code and the National Registry of Interpreters for the Deaf: Code of Professional Conduct and/or NAD-RID Code of professional conduct guidelines.
- Providing interpreting services, for which they are qualified, based on the requirements and the sensitivity of the assignment. It shall be the sole responsibility of the Interpreter to contact the school administration and the vendor if assigned duties are questionable to the scope of practice or level of qualification.
- Refraining from engaging in activities that are disruptive to the educational environment or that are not relevant to interpreting activities to which they are assigned.
- Vendor shall complete a Contractor Hourly Verification Form which must include and adhere to the following:
    - Interpreter's name
    - Work location / name of school

- Date(s) worked
- Projected Assignment Start / End times
- Lunch time taken (lunch time is non-billable)
- Total number of hours worked (minus lunch time)
- Hours rounded up or down to the nearest quarter (1/4) hour
- Signature of Interpreter
- Signature of a School or District Administrator (i.e. Principal, Assistant Principal, or ESE Coordinator for Deaf/HH Teacher); timesheets without this signature will not be honored.

CHANGES IN SCOPE OF WORK: SDMC may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Contract.
If Contractor believes that any particular product or service is not within the scope of work of the Contract, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the Director of Procurement Services agrees that the particular product or service is within the Contract's scope, as written, Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The Director of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the solicitation for which requirements were not known when the solicitation was released.

IDENTIFICATION/DISCIPLINE: The Contractor, Subcontractors, and their employees are required to have visible, personal identification badges and wear attire appropriate for a school environment. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

PRICING: Bid prices are fixed from date of award and shall reflect all applicable costs. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services for every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SUBCONTRACTING: If subcontractors are used, they must meet all the requirements and terms and conditions of the bid specification. Subcontractors listed by the proposers on the Supplemental Information Form may be used by the awardees during the contract period of this bid. An awardee may also utilize other awardees of this bid as Subcontractors during the contract period of this bid.

LIABILITY OF CONTRACTOR: The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs,

claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

COMPLAINTS & REMOVAL: All Contractors must meet the minimum specifications as outlined and provide the necessary documentation to assure that compliance is maintained throughout the contract period. In the event a Contractor fails to maintain the required specifications, he/she may be removed without prejudice until such time as full compliance is documented. Any Contractor, who contracts with an individual school without being in full compliance, is subject to debarment for a minimum period of one year.

INVOICES: The contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the school/department. The invoice shall be in detail sufficient for proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of the services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

AWARD: An award may be made to each vendor who responds to this invitation and meets the required specifications.

Awarded bidders shall be in a favorable position to compete for the District's business, and those who offer qualified Interpreters and best pricing, which comply with specifications and otherwise meet requirements, should obtain the largest volume of business. Purchases shall be made on an as required basis. Orders will be placed with vendors via purchase orders.

CONTRACT TERM/OPTION TO RENEW: The initial term of the Contract shall be for a period of three (3) years following approval by The School Board of Manatee County, Florida.

RENEWALS: This Contract may be renewed for one (1) additional three (3) year period provided all terms and conditions remain unchanged and in full force and effect.

UNILATERAL RENEWAL: Should the Contractor request not to renew this Contract at the end of the current Contract period, it is understood and agreed that SDMC may unilaterally renew this Contract, for a period not to exceed 90 days, under the same prices, terms, conditions, and specifications governing the existing Contract.

MINIMUM QUALIFICATIONS: With the Bid, the Contractor shall provide all of the below documentation. Failure to provide said documentation is cause for SDMC to deem the bid as non-responsible and will not be evaluated. Additionally, SDMC reserves the right to request documentation at any time during the contract period.

PROOF OF INSURABILITY: Contractor may provide with the bid, a copy of any policy evidencing the insurance coverages and limits required by the solicitation. However, it does not constitute approval or agreement by SDMC that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the solicitation.

LICENSES/PERMITS/BUSINESS TAX: The Contractor shall be in possession of and maintain current all applicable business/occupational licenses, business taxes, and obtain all permits, whether Municipal, County, State, or Federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid's due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of bid, default of Contract, or, even if not specifically stated in this solicitation, shall be cause for termination and future sanctions.

EXPERIENCE: The Bidder shall have been in the provision of the required goods and services herein for a minimum of three (3) years and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts…). Failure to provide said proof may be grounds for rejection of bid. Bidders must prove validity of the stated documents to be in effect at the time of bid opening. SDMC will not award on assumptions that a granting of a license will occur at a future date.

A Bidder may be required to furnish written evidence that they maintain a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SUBMITTAL CHECK LIST/EVALUATION FORM

The following submittals shall be included with your bid. Bids shall be tabbed as follows and include the information/documents specified in the applicable tab. Bids received without the required documentation may be considered non-responsive and will not be considered for award.

_____a. Statement of experience and background of firm with number of present employees.

- Resume and certification/license for each sign language interpreter which is currently employed by respondent and who can provide the services, including dates of employment, educational background with degrees earned and any in-service training(s) or certification(s) attained. IE: Registry of Interpreters for the Deaf (RID), Florida Registry of Interpreters for the Deaf (FRID). Copies of all applicable licenses or certificates must be supplied and be valid at the time of the bid opening.
- Current Insurance Certificate. (School District of Manatee County shall be listed as "Additional Insured")

_____b. Staffing:

- Provide a summary of Bidder's qualifications including related skills and market strengths. If applicable, include sub-contractor qualifications. Provide information regarding past working relationships on similar projects. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SDMC contract. Shall include (a) A job description for each staff sign language interpreter position. (b) Criteria used by respondent to select professionals employed. (c) Number of currently employed Sign Language Interpreters.
- Supplemental Information Form – Subcontracting

_____c. References, minimum of 3, (Copy reference form as needed)

_____d. Include the signed forms

- Bidders must provide a fixed cost proposal for the services and deliverables requested. Bidder may also detail pricing structure – including any special offers, cost cutting measures, rebate information, or any additional discounts available to SDMC.

SUPPLEMENTAL INFORMATION FORM

SUBCONTRACTING: If you plan to use Subcontractors during the term of this bid, please list the name of the companies, address and phone numbers below. **ONLY ADDITIONAL COMPANIES LISTED IN THIS BID OR OTHER AWARDEES (TO BE DETERMINED AFTER AWARD OF BID) MAY BE UTILIZED DURING THE TERM OF THE CONTRACT.**

All Subcontractors must comply with the terms and conditions of this bid. The Contractor shall submit current Certificates of Insurance for all Contractors and all Subcontractors. The School District of Manatee County shall be listed as an "Additional Named Insured" on all Certificates of Insurance.

1. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

2. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

3. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

4. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

5. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

COST PROPOSAL

PRICING

TYPE OF SERVICE:	RATE:
1. _____	$_____/HR
2. _____	$_____/HR
3. _____	$_____/HR
4. _____	$_____/HR
5. _____	$_____/HR
6. _____	$_____/HR
7. _____	$_____/HR
8. _____	$_____/HR

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CONTRACTORS RESPONSIBILITIES

Contractor shall be responsible to safeguard all of their tools, equipment, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) Pricing, Delivery and Warranty Submittal
    iii) No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
    iv) Bidder's Experience and Qualifications (APPENDIX C)
    v) Bidder' References
    vi) Bidder's Statement of Principal Place of Business (APPENDIX D)
    vii) Bidder's Statement of Financial Qualification (APPENDIX E)
    viii) Drug-free Workplace Certification (APPENDIX F)
    ix) Federal Debarment and Suspension Certification (APPENDIX G)
    x) Scrutinized Company Certification (APPENDIX H)
    xi) Byrd Anti-Lobbying Amendment (APPENDIX I)
    xii) Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
    xiii) Anti-Discrimination Amendment (APPENDIX K)
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.

6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions.
    apply:
        1.2.1. Vendor employees will be on school grounds when students are present.
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 4, 2023	Questions/Clarifications due
October 6, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 25, 2023	Bids due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 30, 2023	The evaluation meeting (if required) will be held virtual via "Teams" scheduled for October 24, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About November 5, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 1 Sign Language Interpreting Services Per Hour	Item 2 Educational Interpreter Performance Assessment (EIPA) Per Hour	Item 3 Certified Deaf Interpreter (CDI)/Deaf Interpreter (DI)/Deaf-Blind/Tactile/Trilingual Per Hour	Item 4 ASL Virtual/Video Remote Interpreting (VRI) Per Hour	Item 5 Communication Access Real-time Transcription (CART) Remote Per Hour
Absolute Quality Interpreting Services LLC	**$75.00 (1)**	**$65.00 (2)**	**$85.00**	**$70.00**	**$115.00**
Cirrus Inc	**$74.00 (4)** **$84.00 (5)**	No Bid	No Bid	No Bid	$130.00
Purple Communications, Inc.	**$105.00 (6)(8)(9)(10)(12)**	No Bid	No Bid	**$3.00 (7)** **$94.50 (6)(11)(13)**	No Bid
SignTalk, LLC	**$69.40 (17)**	**$59.40 (14)** **$64.40 (15)** **$68.40 (16)**	No Bid	No Bid	No Bid
Visual Communications of Sarasota/Manatee, Inc.	**$60.00 (21)** **$65.00 (22)** **$70.00 (23)**	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 6 Spanish - Telephonic	Item 7 All Other Languages Telephonic	Item 8 ADA Staff Interpreting	Item 9 School Board Meetings
Absolute Quality Interpreting Services LLC	**$1.35 (3)**	**$1.45 (3)**	No Bid	No Bid
Cirrus Inc	No Bid	No Bid	No Bid	No Bid
Purple Communications, Inc.	No Bid	No Bid	No Bid	No Bid
SignTalk, LLC	No Bid	No Bid	**$64.40 (18)** **$69.40 (19)** **$68.40 (20)**	**$69.40**
Visual Communications of Sarasota/Manatee, Inc.	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

Notes:
(1) Registry of Interpreters for the Deaf (RID) Certified Onsite
(2) EIPA 3.5 and Higher Onsite
(3) Per Minute
(4) $74.00 Interpreting Services for Weekday, Daytime, Students, Parents, Employees, Deaf Teachers (In Service Training and Workshops
(5) $84.00 Interpreting Services for Weekends, Evenings and National Certified for Legal Request (Investigations, DCF, Etc.)
(6) Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p) Monday to Friday and requested with greater than two full full business days' notice.
(7) On-Demand ASL Virtual Interpreting (VRI) - Per Minute
(8) Differentials: In addition to the standard rates, the following per hour differentials will apply:
- A $15/hour specialty differential will be charged for assignments that require specific practioner knowledge, training, or experience.
- A $20/hour after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A $30/hour emergency differential will be charged for assignments requested with less than two full business days' notice.
(9) In-Person Assignment Charges:
- A $105.00 fee, per practioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.
(10) Billing Increments
- All assignment are charged per practitioner
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
(11) Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
(12) Cancelations: In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
(13) Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
(14) ESE Standard - EIPA 3.0 - 3.4
(15) ESE Standard - EIPA 3.5 - 4.0
(16) ESE Standard - EIPA 4.1 +
(17) ESE Standard - RID - NIC
(18) ADA Staff Interpreting - EIPA 3.0 - 4.0
(19)) ADA Staff Interpreting - EIPA 4.1 +
(20) ADA Staff Interpreting - RID - NIC
(21) Ongoing for 30+ Days
(22) Advanced Notice
(23) Urgent Request, IEP & 504 Plan Meetings, Graduations, Extracurricular Events

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

EXHIBIT C
CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Absolute Quality Interpreting Services, LLC d/b/a AQI Services, LLC

TELEPHONE NUMBER: 813-785-1214

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATAEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
Bautista, Veronica	7/30/25	
Berrios, Sofia	8/11/26	
Bins, Kelly	8/24/23	
Carames, Ahmed	8/15/26	
Carrillo, Ariana	1/7/25	
Castro, Julio	9/4/28	
Clay, Cedric	9/22/27	
Copeland, Delaney	8/7/27	
Gallo, Camie	6/20/27	
Garcia, David	9/8/27	
Harmon, DeAnna	1/12/26	
Hines, Ava	7/13/28	
Jackson, Ben	4/5/24	
Jacobs, Cori	8/23/27	
Jordan, Ivanska	1/13/28	
Krell, Lana	5/22/28	
Martinez, Ana	8/15/26	
Mateer, Maddie	5/9/27	
Moreno, Natasha	8/15/24	
Olsen, Isabella	6/11/25	
Ruiz, Traci	8/28/24	
Rutherford, Hannah	7/3/23	In process of extending
Schaefermeyer, Lisa	3/26/24	
Sharpe, Diana	2/22/23	In process of extending
Thompkins, Kristen	8/17/25	

Contractor/Contractor Disqualifiable Offenses: ❖ Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0077-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Cirrus, 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:

SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from **January 1, 2024** through **December 31, 2027**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for one additional three period. Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its

members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: TC001799

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Cirrus, Inc. 7 Arenta Street Saint Augustine, FL 32084
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Cirrus, Inc. CONTRACTOR/COMPANY NAME	7 Arenta St. Saint Augustine, Fl. 32084 ADDRESS
PHONE 904-447-4575	EMAIL ceo@hellocirrus.com
TYPE OR PRINT NAME Maranda Lundman	TITLE Account Executive
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	11/13/2023		11/27/23
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/23/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink--www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: SEPTEMBER 25, 2023</td></tr>
<tr><td>CONTACT PERSON:
Beth Sharp Tolly</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770</td></tr>
<tr><td>Email address: Sharpb@manateeschools.net</td></tr>
<tr><td>TITLE:
SIGN LANGUAGE INTERPRETING SERVICES</td><td>NUMBER:
24-0077-BS</td><td>SUBMITTAL DEADLINE:
OCTOBER 23, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: OCTOBER 6, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="5">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
- ☐ Bidder's Experience and Qualifications (APPENDIX C)
- ☐ Bidder' References
- ☐ Bidder's Statement of Principal Place of Business (APPENDIX D)
- ☐ Bidder's Statement of Financial Qualification (APPENDIX E)
- ☐ Drug-free Workplace Certification (APPENDIX F)
- ☐ Federal Debarment and Suspension Certification (APPENDIX G)
- ☐ Scrutinized Company Certification (APPENDIX H)
- ☐ Byrd Anti-Lobbying Amendment (APPENDIX I)
- ☐ Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
- ☐ Anti-Discrimination Amendment (APPENDIX K)

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers of Sign Language Interpreting Services for schools and departments on an as needed basis throughout the School District of Manatee County. Schools and departments may choose any awarded provider.Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to one (1) additional three (3) year period, upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:
    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

School District of Manatee County, hereafter referred to as the "District" or "SDMC", is seeking bids from qualified Bidders interested in providing qualified Interpreters for the deaf or hard of hearing (hereinafter noted as “Interpreters”). All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. Interpreting services including but not limited to, sign language interpreting, oral interpreting, and transliteration will be delivered in an educational environment, unless otherwise requested, and on an “as needed” basis as determined by the Supervisor of Exceptional Student Education for Deaf/Hard of Hearing Programs or designee (hereinafter noted as “ESE” Department). The “need” will be determined by using data regarding particular schools and individual requests received from schools, students, parents, and others. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting SDMC actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SCOPE: The ESE Department will contact the awarded vendor(s) with requests for Interpreters as coverage needs arise. Locations will be within the Manatee County School District (see website for school site locations) unless otherwise requested.

Services shall be provided on an “as needed” basis as determined by the ESE Department. All communication regarding school placements must take place between the awarded vendor and the ESE Department. Neither vendors nor Interpreters shall make direct placement arrangements with any school, except as approved through district procedures for covering absences outside of regular business hours. The vendor shall contact SDMC for approval prior to re-assigning any Interpreters to existing job orders/assignments. “Bumping” previously assigned interpreters for the purpose of maintaining workload of full-time agency interpreters will not be approved.

Upon requirement by the State of Florida (Licensure), the interpreter will be required to hold interpreting credentials to work in Florida. The Interpreters and SDMC will base their method of work on the Registry of Interpreters for the Deaf (RID) standards, Florida Department of Education (DOE) guidelines and the NAD-RID Code of Professional Conduct for Sign Language Interpreters as outlined at www.rid.org. Vendor shall provide and maintain current qualification with Registry of Interpreters for the Deaf (RID), National Interpreter Certification (NIC), and/or the Educational Interpreter Performance Assessment (EIPA) of qualified interpreters awarded vendor intends to place in schools.

Interpreters must have an EIPA score of 3.0 or higher.

Each interpreter must be available to work at any school or district facility in Manatee County, unless SDMC determines a specific facility does not work well for a particular student/interpreter in case the interpreter may be placed into another location/school.

Each Interpreter shall comply with all SDMC policies and procedures and shall adhere to the highest standards for professional conduct.

Agency interpreters may not use cell phones or text messaging while in the classroom setting. The only time cell phone use is acceptable is for the need of communicate with the agency coordinator or ESE department.

Interpreter services may include, but not be limited to, American Sign Language interpreting, Signing Exact English interpreting Trilingual Interpreting. Interpreter services will be requested for students in academic classrooms; for students involved in after hour sports or school related activities; for students on vocational job sites and for parents at school related activities and/or meetings regarding their child. Hourly and full day interpreters are needed to meet the demands of SDMC. The number of interpreter needs varies yearly based on need.

Vendors must agree to be available by phone seven (7) days a week between the hours of 5:00am till 11:00 pm to receive requests for services. Vendors will be contacted with two (2) hours to fulfill the request and respond to the Deaf/HH Coordinator. Any assignments requiring two (2) Interpreters **must** have approval from the ESE Department **prior** to the assignment.

In the event that a vendor has accepted and confirmed an assignment but is unable to fulfill the request due to unforeseen circumstances (e.g., Interpreter illness), the vendor shall be responsible for notifying the ESE Department immediately and shall be responsible for securing a replacement Interpreter within the agency.

GUIDELINES SPECIFIC TO THE INDIVIDUAL INTERPRETERS: Responsibilities of the Interpreters include, but are not limited to the following:

- Providing interpreting services as assigned and agreed upon by vendor and SDMC.
- Meeting the communication needs of the student/client to which the Interpreter has been assigned.
- Engaging in professional conduct at all times, including proper attire, presentation, communication, and behavior. All Interpreters shall be required to abide by the School Board Dress Code and the National Registry of Interpreters for the Deaf: Code of Professional Conduct and/or NAD-RID Code of professional conduct guidelines.
- Providing interpreting services, for which they are qualified, based on the requirements and the sensitivity of the assignment. It shall be the sole responsibility of the Interpreter to contact the school administration and the vendor if assigned duties are questionable to the scope of practice or level of qualification.
- Refraining from engaging in activities that are disruptive to the educational environment or that are not relevant to interpreting activities to which they are assigned.
- Vendor shall complete a Contractor Hourly Verification Form which must include and adhere to the following:
    - Interpreter's name
    - Work location / name of school

- Date(s) worked
- Projected Assignment Start / End times
- Lunch time taken (lunch time is non-billable)
- Total number of hours worked (minus lunch time)
- Hours rounded up or down to the nearest quarter (1/4) hour
- Signature of Interpreter
- Signature of a School or District Administrator (i.e. Principal, Assistant Principal, or ESE Coordinator for Deaf/HH Teacher); timesheets without this signature will not be honored.

CHANGES IN SCOPE OF WORK: SDMC may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Contract.
If Contractor believes that any particular product or service is not within the scope of work of the Contract, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the Director of Procurement Services agrees that the particular product or service is within the Contract's scope, as written, Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The Director of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the solicitation for which requirements were not known when the solicitation was released.

IDENTIFICATION/DISCIPLINE: The Contractor, Subcontractors, and their employees are required to have visible, personal identification badges and wear attire appropriate for a school environment. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

PRICING: Bid prices are fixed from date of award and shall reflect all applicable costs. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services for every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SUBCONTRACTING: If subcontractors are used, they must meet all the requirements and terms and conditions of the bid specification. Subcontractors listed by the proposers on the Supplemental Information Form may be used by the awardees during the contract period of this bid. An awardee may also utilize other awardees of this bid as Subcontractors during the contract period of this bid.

LIABILITY OF CONTRACTOR: The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs,

claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

COMPLAINTS & REMOVAL: All Contractors must meet the minimum specifications as outlined and provide the necessary documentation to assure that compliance is maintained throughout the contract period. In the event a Contractor fails to maintain the required specifications, he/she may be removed without prejudice until such time as full compliance is documented. Any Contractor, who contracts with an individual school without being in full compliance, is subject to debarment for a minimum period of one year.

INVOICES: The contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the school/department. The invoice shall be in detail sufficient for proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of the services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

AWARD: An award may be made to each vendor who responds to this invitation and meets the required specifications.

Awarded bidders shall be in a favorable position to compete for the District's business, and those who offer qualified Interpreters and best pricing, which comply with specifications and otherwise meet requirements, should obtain the largest volume of business. Purchases shall be made on an as required basis. Orders will be placed with vendors via purchase orders.

CONTRACT TERM/OPTION TO RENEW: The initial term of the Contract shall be for a period of three (3) years following approval by The School Board of Manatee County, Florida.

RENEWALS: This Contract may be renewed for one (1) additional three (3) year period provided all terms and conditions remain unchanged and in full force and effect.

UNILATERAL RENEWAL: Should the Contractor request not to renew this Contract at the end of the current Contract period, it is understood and agreed that SDMC may unilaterally renew this Contract, for a period not to exceed 90 days, under the same prices, terms, conditions, and specifications governing the existing Contract.

MINIMUM QUALIFICATIONS: With the Bid, the Contractor shall provide all of the below documentation. Failure to provide said documentation is cause for SDMC to deem the bid as non-responsible and will not be evaluated. Additionally, SDMC reserves the right to request documentation at any time during the contract period.

PROOF OF INSURABILITY: Contractor may provide with the bid, a copy of any policy evidencing the insurance coverages and limits required by the solicitation. However, it does not constitute approval or agreement by SDMC that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the solicitation.

LICENSES/PERMITS/BUSINESS TAX: The Contractor shall be in possession of and maintain current all applicable business/occupational licenses, business taxes, and obtain all permits, whether Municipal, County, State, or Federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid's due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of bid, default of Contract, or, even if not specifically stated in this solicitation, shall be cause for termination and future sanctions.

EXPERIENCE: The Bidder shall have been in the provision of the required goods and services herein for a minimum of three (3) years and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts…). Failure to provide said proof may be grounds for rejection of bid. Bidders must prove validity of the stated documents to be in effect at the time of bid opening. SDMC will not award on assumptions that a granting of a license will occur at a future date.

A Bidder may be required to furnish written evidence that they maintain a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SUBMITTAL CHECK LIST/EVALUATION FORM

The following submittals shall be included with your bid. <u>Bids shall be tabbed as follows and include the information/documents specified in the applicable tab.</u> Bids received without the required documentation may be considered non-responsive and will not be considered for award.

_____a. Statement of experience and background of firm with number of present employees.

- Resume and certification/license for each sign language interpreter which is currently employed by respondent and who can provide the services, including dates of employment, educational background with degrees earned and any in-service training(s) or certification(s) attained. IE: Registry of Interpreters for the Deaf (RID), Florida Registry of Interpreters for the Deaf (FRID). Copies of all applicable licenses or certificates must be supplied and be valid at the time of the bid opening.
- Current Insurance Certificate. (School District of Manatee County shall be listed as "Additional Insured")

_____b. Staffing:

- Provide a summary of Bidder's qualifications including related skills and market strengths. If applicable, include sub-contractor qualifications. Provide information regarding past working relationships on similar projects. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SDMC contract. Shall include (a) A job description for each staff sign language interpreter position. (b) Criteria used by respondent to select professionals employed. (c) Number of currently employed Sign Language Interpreters.
- Supplemental Information Form – Subcontracting

_____c. References, minimum of 3, (Copy reference form as needed)

_____d. Include the signed forms

- Bidders must provide a fixed cost proposal for the services and deliverables requested. Bidder may also detail pricing structure – including any special offers, cost cutting measures, rebate information, or any additional discounts available to SDMC.

SUPPLEMENTAL INFORMATION FORM

SUBCONTRACTING: If you plan to use Subcontractors during the term of this bid, please list the name of the companies, address and phone numbers below. **ONLY ADDITIONAL COMPANIES LISTED IN THIS BID OR OTHER AWARDEES (TO BE DETERMINED AFTER AWARD OF BID) MAY BE UTILIZED DURING THE TERM OF THE CONTRACT.**

All Subcontractors must comply with the terms and conditions of this bid. The Contractor shall submit current Certificates of Insurance for all Contractors and all Subcontractors. The School District of Manatee County shall be listed as an "Additional Named Insured" on all Certificates of Insurance.

1. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

2. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

3. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

4. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

5. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

COST PROPOSAL

PRICING

TYPE OF SERVICE:	RATE:
1. _____	$_____/HR
2. _____	$_____/HR
3. _____	$_____/HR
4. _____	$_____/HR
5. _____	$_____/HR
6. _____	$_____/HR
7. _____	$_____/HR
8. _____	$_____/HR

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CONTRACTORS RESPONSIBILITIES

Contractor shall be responsible to safeguard all of their tools, equipment, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) Pricing, Delivery and Warranty Submittal
    iii) No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
    iv) Bidder's Experience and Qualifications (APPENDIX C)
    v) Bidder' References
    vi) Bidder's Statement of Principal Place of Business (APPENDIX D)
    vii) Bidder's Statement of Financial Qualification (APPENDIX E)
    viii) Drug-free Workplace Certification (APPENDIX F)
    ix) Federal Debarment and Suspension Certification (APPENDIX G)
    x) Scrutinized Company Certification (APPENDIX H)
    xi) Byrd Anti-Lobbying Amendment (APPENDIX I)
    xii) Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
    xiii) Anti-Discrimination Amendment (APPENDIX K)
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.

6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions.
    apply:
        1.2.1. Vendor employees will be on school grounds when students are present.
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 4, 2023	Questions/Clarifications due
October 6, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 25, 2023	Bids due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 30, 2023	The evaluation meeting (if required) will be held virtual via "Teams" scheduled for October 24, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About November 5, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 1 Sign Language Interpreting Services Per Hour	Item 2 Educational Interpreter Performance Assessment (EIPA) Per Hour	Item 3 Certified Deaf Interpreter (CDI)/Deaf Interpreter (DI)/Deaf-Blind/Tactile/Trilingual Per Hour	Item 4 ASL Virtual/Video Remote Interpreting (VRI) Per Hour	Item 5 Communication Access Real-time Transcription (CART) Remote Per Hour
Absolute Quality Interpreting Services LLC	**$75.00 (1)**	**$65.00 (2)**	**$85.00**	**$70.00**	**$115.00**
Cirrus Inc	**$74.00 (4)** **$84.00 (5)**	No Bid	No Bid	No Bid	$130.00
Purple Communications, Inc.	**$105.00 (6)(8)(9)(10)(12)**	No Bid	No Bid	**$3.00 (7)** **$94.50 (6)(11)(13)**	No Bid
SignTalk, LLC	**$69.40 (17)**	**$59.40 (14)** **$64.40 (15)** **$68.40 (16)**	No Bid	No Bid	No Bid
Visual Communications of Sarasota/Manatee, Inc.	**$60.00 (21)** **$65.00 (22)** **$70.00 (23)**	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 6 Spanish - Telephonic	Item 7 All Other Languages Telephonic	Item 8 ADA Staff Interpreting	Item 9 School Board Meetings
Absolute Quality Interpreting Services LLC	**$1.35 (3)**	**$1.45 (3)**	No Bid	No Bid
Cirrus Inc	No Bid	No Bid	No Bid	No Bid
Purple Communications, Inc.	No Bid	No Bid	No Bid	No Bid
SignTalk, LLC	No Bid	No Bid	**$64.40 (18)** **$69.40 (19)** **$68.40 (20)**	**$69.40**
Visual Communications of Sarasota/Manatee, Inc.	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

Notes:
(1) Registry of Interpreters for the Deaf (RID) Certified Onsite
(2) EIPA 3.5 and Higher Onsite
(3) Per Minute
(4) $74.00 Interpreting Services for Weekday, Daytime, Students, Parents, Employees, Deaf Teachers (In Service Training and Workshops
(5) $84.00 Interpreting Services for Weekends, Evenings and National Certified for Legal Request (Investigations, DCF, Etc.)
(6) Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p) Monday to Friday and requested with greater than two full full business days' notice.
(7) On-Demand ASL Virtual Interpreting (VRI) - Per Minute
(8) Differentials: In addition to the standard rates, the following per hour differentials will apply:
- A $15/hour specialty differential will be charged for assignments that require specific practioner knowledge, training, or experience.
- A $20/hour after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A $30/hour emergency differential will be charged for assignments requested with less than two full business days' notice.
(9) In-Person Assignment Charges:
- A $105.00 fee, per practioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.
(10) Billing Increments
- All assignment are charged per practitioner
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
(11) Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
(12) Cancelations: In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
(13) Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
(14) ESE Standard - EIPA 3.0 - 3.4
(15) ESE Standard - EIPA 3.5 - 4.0
(16) ESE Standard - EIPA 4.1 +
(17) ESE Standard - RID - NIC
(18) ADA Staff Interpreting - EIPA 3.0 - 4.0
(19)) ADA Staff Interpreting - EIPA 4.1 +
(20) ADA Staff Interpreting - RID - NIC
(21) Ongoing for 30+ Days
(22) Advanced Notice
(23) Urgent Request, IEP & 504 Plan Meetings, Graduations, Extracurricular Events

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Cirrus, Inc.

TELEPHONE NUMBER: 904-447-4575

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
INTERPRETERS TO BE ADDED	AS NEEDED	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0077-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Purple Communications, 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:

SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from **January 1, 2024** through **December 31, 2027**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for one additional three period. Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its

members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 356688

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Purple Communications, Inc. 4010 W. Boy Scout Blvd. Suite 375 Tampa, FL 33607
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Purple Communications, Inc CONTRACTOR/COMPANY NAME	13620 Ranch Road 620 N, Bldg C, Suite 100, Austin, TX 78717 ADDRESS
PHONE 443-574-7042	EMAIL ghlibok@zvrs.com
TYPE OR PRINT NAME Gregory Hlibok	TITLE Chief Legal Officer
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

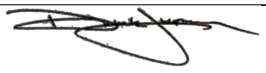
Gregory Hlibok Contractor	11/6/23 Date	 Deputy Superintendent	11/27/23 Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink--www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Beth Sharp Tolly**		
Telephone #: 941-708-8770	**DATE ISSUED: SEPTEMBER 25, 2023**	
Email address: Sharpb@manateeschools.net		
TITLE: **SIGN LANGUAGE INTERPRETING SERVICES**	**NUMBER:** **24-0077-BS**	**SUBMITTAL DEADLINE:** **OCTOBER 23, 2023**
PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: OCTOBER 6, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
- ☐ Bidder's Experience and Qualifications (APPENDIX C)
- ☐ Bidder' References
- ☐ Bidder's Statement of Principal Place of Business (APPENDIX D)
- ☐ Bidder's Statement of Financial Qualification (APPENDIX E)
- ☐ Drug-free Workplace Certification (APPENDIX F)
- ☐ Federal Debarment and Suspension Certification (APPENDIX G)
- ☐ Scrutinized Company Certification (APPENDIX H)
- ☐ Byrd Anti-Lobbying Amendment (APPENDIX I)
- ☐ Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
- ☐ Anti-Discrimination Amendment (APPENDIX K)

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers of Sign Language Interpreting Services for schools and departments on an as needed basis throughout the School District of Manatee County. Schools and departments may choose any awarded provider.Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to one (1) additional three (3) year period, upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:
    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

School District of Manatee County, hereafter referred to as the "District" or "SDMC", is seeking bids from qualified Bidders interested in providing qualified Interpreters for the deaf or hard of hearing (hereinafter noted as “Interpreters”). All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. Interpreting services including but not limited to, sign language interpreting, oral interpreting, and transliteration will be delivered in an educational environment, unless otherwise requested, and on an “as needed” basis as determined by the Supervisor of Exceptional Student Education for Deaf/Hard of Hearing Programs or designee (hereinafter noted as “ESE” Department). The “need” will be determined by using data regarding particular schools and individual requests received from schools, students, parents, and others. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting SDMC actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SCOPE: The ESE Department will contact the awarded vendor(s) with requests for Interpreters as coverage needs arise. Locations will be within the Manatee County School District (see website for school site locations) unless otherwise requested.

Services shall be provided on an “as needed” basis as determined by the ESE Department. All communication regarding school placements must take place between the awarded vendor and the ESE Department. Neither vendors nor Interpreters shall make direct placement arrangements with any school, except as approved through district procedures for covering absences outside of regular business hours. The vendor shall contact SDMC for approval prior to re-assigning any Interpreters to existing job orders/assignments. “Bumping” previously assigned interpreters for the purpose of maintaining workload of full-time agency interpreters will not be approved.

Upon requirement by the State of Florida (Licensure), the interpreter will be required to hold interpreting credentials to work in Florida. The Interpreters and SDMC will base their method of work on the Registry of Interpreters for the Deaf (RID) standards, Florida Department of Education (DOE) guidelines and the NAD-RID Code of Professional Conduct for Sign Language Interpreters as outlined at www.rid.org. Vendor shall provide and maintain current qualification with Registry of Interpreters for the Deaf (RID), National Interpreter Certification (NIC), and/or the Educational Interpreter Performance Assessment (EIPA) of qualified interpreters awarded vendor intends to place in schools.

Interpreters must have an EIPA score of 3.0 or higher.

Each interpreter must be available to work at any school or district facility in Manatee County, unless SDMC determines a specific facility does not work well for a particular student/interpreter in case the interpreter may be placed into another location/school.

Each Interpreter shall comply with all SDMC policies and procedures and shall adhere to the highest standards for professional conduct.

Agency interpreters may not use cell phones or text messaging while in the classroom setting. The only time cell phone use is acceptable is for the need of communicate with the agency coordinator or ESE department.

Interpreter services may include, but not be limited to, American Sign Language interpreting, Signing Exact English interpreting Trilingual Interpreting. Interpreter services will be requested for students in academic classrooms; for students involved in after hour sports or school related activities; for students on vocational job sites and for parents at school related activities and/or meetings regarding their child. Hourly and full day interpreters are needed to meet the demands of SDMC. The number of interpreter needs varies yearly based on need.

Vendors must agree to be available by phone seven (7) days a week between the hours of 5:00am till 11:00 pm to receive requests for services. Vendors will be contacted with two (2) hours to fulfill the request and respond to the Deaf/HH Coordinator. Any assignments requiring two (2) Interpreters **must** have approval from the ESE Department **prior** to the assignment.

In the event that a vendor has accepted and confirmed an assignment but is unable to fulfill the request due to unforeseen circumstances (e.g., Interpreter illness), the vendor shall be responsible for notifying the ESE Department immediately and shall be responsible for securing a replacement Interpreter within the agency.

GUIDELINES SPECIFIC TO THE INDIVIDUAL INTERPRETERS: Responsibilities of the Interpreters include, but are not limited to the following:

- Providing interpreting services as assigned and agreed upon by vendor and SDMC.
- Meeting the communication needs of the student/client to which the Interpreter has been assigned.
- Engaging in professional conduct at all times, including proper attire, presentation, communication, and behavior. All Interpreters shall be required to abide by the School Board Dress Code and the National Registry of Interpreters for the Deaf: Code of Professional Conduct and/or NAD-RID Code of professional conduct guidelines.
- Providing interpreting services, for which they are qualified, based on the requirements and the sensitivity of the assignment. It shall be the sole responsibility of the Interpreter to contact the school administration and the vendor if assigned duties are questionable to the scope of practice or level of qualification.
- Refraining from engaging in activities that are disruptive to the educational environment or that are not relevant to interpreting activities to which they are assigned.
- Vendor shall complete a Contractor Hourly Verification Form which must include and adhere to the following:
    - Interpreter's name
    - Work location / name of school

- Date(s) worked
- Projected Assignment Start / End times
- Lunch time taken (lunch time is non-billable)
- Total number of hours worked (minus lunch time)
- Hours rounded up or down to the nearest quarter (1/4) hour
- Signature of Interpreter
- Signature of a School or District Administrator (i.e. Principal, Assistant Principal, or ESE Coordinator for Deaf/HH Teacher); timesheets without this signature will not be honored.

CHANGES IN SCOPE OF WORK: SDMC may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Contract.
If Contractor believes that any particular product or service is not within the scope of work of the Contract, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the Director of Procurement Services agrees that the particular product or service is within the Contract's scope, as written, Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The Director of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the solicitation for which requirements were not known when the solicitation was released.

IDENTIFICATION/DISCIPLINE: The Contractor, Subcontractors, and their employees are required to have visible, personal identification badges and wear attire appropriate for a school environment. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

PRICING: Bid prices are fixed from date of award and shall reflect all applicable costs. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services for every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SUBCONTRACTING: If subcontractors are used, they must meet all the requirements and terms and conditions of the bid specification. Subcontractors listed by the proposers on the Supplemental Information Form may be used by the awardees during the contract period of this bid. An awardee may also utilize other awardees of this bid as Subcontractors during the contract period of this bid.

LIABILITY OF CONTRACTOR: The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs,

claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

COMPLAINTS & REMOVAL: All Contractors must meet the minimum specifications as outlined and provide the necessary documentation to assure that compliance is maintained throughout the contract period. In the event a Contractor fails to maintain the required specifications, he/she may be removed without prejudice until such time as full compliance is documented. Any Contractor, who contracts with an individual school without being in full compliance, is subject to debarment for a minimum period of one year.

INVOICES: The contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the school/department. The invoice shall be in detail sufficient for proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of the services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

AWARD: An award may be made to each vendor who responds to this invitation and meets the required specifications.

Awarded bidders shall be in a favorable position to compete for the District's business, and those who offer qualified Interpreters and best pricing, which comply with specifications and otherwise meet requirements, should obtain the largest volume of business. Purchases shall be made on an as required basis. Orders will be placed with vendors via purchase orders.

CONTRACT TERM/OPTION TO RENEW: The initial term of the Contract shall be for a period of three (3) years following approval by The School Board of Manatee County, Florida.

RENEWALS: This Contract may be renewed for one (1) additional three (3) year period provided all terms and conditions remain unchanged and in full force and effect.

UNILATERAL RENEWAL: Should the Contractor request not to renew this Contract at the end of the current Contract period, it is understood and agreed that SDMC may unilaterally renew this Contract, for a period not to exceed 90 days, under the same prices, terms, conditions, and specifications governing the existing Contract.

MINIMUM QUALIFICATIONS: With the Bid, the Contractor shall provide all of the below documentation. Failure to provide said documentation is cause for SDMC to deem the bid as non-responsible and will not be evaluated. Additionally, SDMC reserves the right to request documentation at any time during the contract period.

PROOF OF INSURABILITY: Contractor may provide with the bid, a copy of any policy evidencing the insurance coverages and limits required by the solicitation. However, it does not constitute approval or agreement by SDMC that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the solicitation.

LICENSES/PERMITS/BUSINESS TAX: The Contractor shall be in possession of and maintain current all applicable business/occupational licenses, business taxes, and obtain all permits, whether Municipal, County, State, or Federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid's due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of bid, default of Contract, or, even if not specifically stated in this solicitation, shall be cause for termination and future sanctions.

EXPERIENCE: The Bidder shall have been in the provision of the required goods and services herein for a minimum of three (3) years and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts…). Failure to provide said proof may be grounds for rejection of bid. Bidders must prove validity of the stated documents to be in effect at the time of bid opening. SDMC will not award on assumptions that a granting of a license will occur at a future date.

A Bidder may be required to furnish written evidence that they maintain a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SUBMITTAL CHECK LIST/EVALUATION FORM

The following submittals shall be included with your bid. Bids shall be tabbed as follows and include the information/documents specified in the applicable tab. Bids received without the required documentation may be considered non-responsive and will not be considered for award.

_____a. Statement of experience and background of firm with number of present employees.

- Resume and certification/license for each sign language interpreter which is currently employed by respondent and who can provide the services, including dates of employment, educational background with degrees earned and any in-service training(s) or certification(s) attained. IE: Registry of Interpreters for the Deaf (RID), Florida Registry of Interpreters for the Deaf (FRID). Copies of all applicable licenses or certificates must be supplied and be valid at the time of the bid opening.
- Current Insurance Certificate. (School District of Manatee County shall be listed as "Additional Insured")

_____b. Staffing:

- Provide a summary of Bidder's qualifications including related skills and market strengths. If applicable, include sub-contractor qualifications. Provide information regarding past working relationships on similar projects. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SDMC contract. Shall include (a) A job description for each staff sign language interpreter position. (b) Criteria used by respondent to select professionals employed. (c) Number of currently employed Sign Language Interpreters.
- Supplemental Information Form – Subcontracting

_____c. References, minimum of 3, (Copy reference form as needed)

_____d. Include the signed forms

- Bidders must provide a fixed cost proposal for the services and deliverables requested. Bidder may also detail pricing structure – including any special offers, cost cutting measures, rebate information, or any additional discounts available to SDMC.

SUPPLEMENTAL INFORMATION FORM

SUBCONTRACTING: If you plan to use Subcontractors during the term of this bid, please list the name of the companies, address and phone numbers below. **ONLY ADDITIONAL COMPANIES LISTED IN THIS BID OR OTHER AWARDEES (TO BE DETERMINED AFTER AWARD OF BID) MAY BE UTILIZED DURING THE TERM OF THE CONTRACT.**

All Subcontractors must comply with the terms and conditions of this bid. The Contractor shall submit current Certificates of Insurance for all Contractors and all Subcontractors. The School District of Manatee County shall be listed as an "Additional Named Insured" on all Certificates of Insurance.

1. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

2. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

3. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

4. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

5. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

COST PROPOSAL

PRICING

TYPE OF SERVICE:	RATE:
1. _____	$_____/HR
2. _____	$_____/HR
3. _____	$_____/HR
4. _____	$_____/HR
5. _____	$_____/HR
6. _____	$_____/HR
7. _____	$_____/HR
8. _____	$_____/HR

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CONTRACTORS RESPONSIBILITIES

Contractor shall be responsible to safeguard all of their tools, equipment, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) Pricing, Delivery and Warranty Submittal
    iii) No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
    iv) Bidder's Experience and Qualifications (APPENDIX C)
    v) Bidder' References
    vi) Bidder's Statement of Principal Place of Business (APPENDIX D)
    vii) Bidder's Statement of Financial Qualification (APPENDIX E)
    viii) Drug-free Workplace Certification (APPENDIX F)
    ix) Federal Debarment and Suspension Certification (APPENDIX G)
    x) Scrutinized Company Certification (APPENDIX H)
    xi) Byrd Anti-Lobbying Amendment (APPENDIX I)
    xii) Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
    xiii) Anti-Discrimination Amendment (APPENDIX K)
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.

6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions.
    apply:
        1.2.1. Vendor employees will be on school grounds when students are present.
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 4, 2023	Questions/Clarifications due
October 6, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 25, 2023	Bids due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 30, 2023	The evaluation meeting (if required) will be held virtual via "Teams" scheduled for October 24, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About November 5, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 1 Sign Language Interpreting Services Per Hour	Item 2 Educational Interpreter Performance Assessment (EIPA) Per Hour	Item 3 Certified Deaf Interpreter (CDI)/Deaf Interpreter (DI)/Deaf-Blind/Tactile/Trilingual Per Hour	Item 4 ASL Virtual/Video Remote Interpreting (VRI) Per Hour	Item 5 Communication Access Real-time Transcription (CART) Remote Per Hour
Absolute Quality Interpreting Services LLC	**$75.00 (1)**	**$65.00 (2)**	**$85.00**	**$70.00**	**$115.00**
Cirrus Inc	**$74.00 (4)** **$84.00 (5)**	No Bid	No Bid	No Bid	$130.00
Purple Communications, Inc.	**$105.00 (6)(8)(9)(10)(12)**	No Bid	No Bid	**$3.00 (7)** **$94.50 (6)(11)(13)**	No Bid
SignTalk, LLC	**$69.40 (17)**	**$59.40 (14)** **$64.40 (15)** **$68.40 (16)**	No Bid	No Bid	No Bid
Visual Communications of Sarasota/Manatee, Inc.	**$60.00 (21)** **$65.00 (22)** **$70.00 (23)**	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 6 Spanish - Telephonic	Item 7 All Other Languages Telephonic	Item 8 ADA Staff Interpreting	Item 9 School Board Meetings
Absolute Quality Interpreting Services LLC	**$1.35 (3)**	**$1.45 (3)**	No Bid	No Bid
Cirrus Inc	No Bid	No Bid	No Bid	No Bid
Purple Communications, Inc.	No Bid	No Bid	No Bid	No Bid
SignTalk, LLC	No Bid	No Bid	**$64.40 (18)** **$69.40 (19)** **$68.40 (20)**	**$69.40**
Visual Communications of Sarasota/Manatee, Inc.	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

Notes:
(1) Registry of Interpreters for the Deaf (RID) Certified Onsite
(2) EIPA 3.5 and Higher Onsite
(3) Per Minute
(4) $74.00 Interpreting Services for Weekday, Daytime, Students, Parents, Employees, Deaf Teachers (In Service Training and Workshops
(5) $84.00 Interpreting Services for Weekends, Evenings and National Certified for Legal Request (Investigations, DCF, Etc.)
(6) Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p) Monday to Friday and requested with greater than two full full business days' notice.
(7) On-Demand ASL Virtual Interpreting (VRI) - Per Minute
(8) Differentials: In addition to the standard rates, the following per hour differentials will apply:
- A $15/hour specialty differential will be charged for assignments that require specific practioner knowledge, training, or experience.
- A $20/hour after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A $30/hour emergency differential will be charged for assignments requested with less than two full business days' notice.
(9) In-Person Assignment Charges:
- A $105.00 fee, per practioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.
(10) Billing Increments
- All assignment are charged per practitioner
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
(11) Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
(12) Cancelations: In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
(13) Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
(14) ESE Standard - EIPA 3.0 - 3.4
(15) ESE Standard - EIPA 3.5 - 4.0
(16) ESE Standard - EIPA 4.1 +
(17) ESE Standard - RID - NIC
(18) ADA Staff Interpreting - EIPA 3.0 - 4.0
(19)) ADA Staff Interpreting - EIPA 4.1 +
(20) ADA Staff Interpreting - RID - NIC
(21) Ongoing for 30+ Days
(22) Advanced Notice
(23) Urgent Request, IEP & 504 Plan Meetings, Graduations, Extracurricular Events

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
INTERPRETERS TO BE ADDED	AS HIRED AND NEEDED.	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0077-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Sign Talk, LLC DBA Sign Talk Florida, LLC Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2027. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for one additional three period. Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its

members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1636737

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Sign Talk Florida 320 N. Magnolia Ave. Suite B-5 Orlando, FL 32801
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 Non-Funding: In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
SignTalk, LLC dba SignTalk Florida CONTRACTOR/COMPANY NAME	320 N. Magnolia Ave., Suite B5 ADDRESS Orlando, FL 32801
PHONE 407-612-6303	EMAIL LSchlager@signtalk.com +
TYPE OR PRINT NAME Leah Schlager	TITLE Program Director sherner@comprehensivenet.com
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

Leah Schlager	11/13/23		11/27/23
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino			
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink--www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: SEPTEMBER 25, 2023</td></tr>
<tr><td>CONTACT PERSON:
Beth Sharp Tolly</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770</td></tr>
<tr><td>Email address: Sharpb@manateeschools.net</td></tr>
<tr><td>TITLE:
SIGN LANGUAGE INTERPRETING SERVICES</td><td>NUMBER:
24-0077-BS</td><td>SUBMITTAL DEADLINE:
OCTOBER 23, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: OCTOBER 6, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="5">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
- ☐ Bidder's Experience and Qualifications (APPENDIX C)
- ☐ Bidder' References
- ☐ Bidder's Statement of Principal Place of Business (APPENDIX D)
- ☐ Bidder's Statement of Financial Qualification (APPENDIX E)
- ☐ Drug-free Workplace Certification (APPENDIX F)
- ☐ Federal Debarment and Suspension Certification (APPENDIX G)
- ☐ Scrutinized Company Certification (APPENDIX H)
- ☐ Byrd Anti-Lobbying Amendment (APPENDIX I)
- ☐ Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
- ☐ Anti-Discrimination Amendment (APPENDIX K)

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers of Sign Language Interpreting Services for schools and departments on an as needed basis throughout the School District of Manatee County. Schools and departments may choose any awarded provider.Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to one (1) additional three (3) year period, upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:
    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

School District of Manatee County, hereafter referred to as the "District" or "SDMC", is seeking bids from qualified Bidders interested in providing qualified Interpreters for the deaf or hard of hearing (hereinafter noted as “Interpreters”). All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. Interpreting services including but not limited to, sign language interpreting, oral interpreting, and transliteration will be delivered in an educational environment, unless otherwise requested, and on an “as needed” basis as determined by the Supervisor of Exceptional Student Education for Deaf/Hard of Hearing Programs or designee (hereinafter noted as “ESE” Department). The “need” will be determined by using data regarding particular schools and individual requests received from schools, students, parents, and others. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting SDMC actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SCOPE: The ESE Department will contact the awarded vendor(s) with requests for Interpreters as coverage needs arise. Locations will be within the Manatee County School District (see website for school site locations) unless otherwise requested.

Services shall be provided on an “as needed” basis as determined by the ESE Department. All communication regarding school placements must take place between the awarded vendor and the ESE Department. Neither vendors nor Interpreters shall make direct placement arrangements with any school, except as approved through district procedures for covering absences outside of regular business hours. The vendor shall contact SDMC for approval prior to re-assigning any Interpreters to existing job orders/assignments. “Bumping” previously assigned interpreters for the purpose of maintaining workload of full-time agency interpreters will not be approved.

Upon requirement by the State of Florida (Licensure), the interpreter will be required to hold interpreting credentials to work in Florida. The Interpreters and SDMC will base their method of work on the Registry of Interpreters for the Deaf (RID) standards, Florida Department of Education (DOE) guidelines and the NAD-RID Code of Professional Conduct for Sign Language Interpreters as outlined at www.rid.org. Vendor shall provide and maintain current qualification with Registry of Interpreters for the Deaf (RID), National Interpreter Certification (NIC), and/or the Educational Interpreter Performance Assessment (EIPA) of qualified interpreters awarded vendor intends to place in schools.

Interpreters must have an EIPA score of 3.0 or higher.

Each interpreter must be available to work at any school or district facility in Manatee County, unless SDMC determines a specific facility does not work well for a particular student/interpreter in case the interpreter may be placed into another location/school.

Each Interpreter shall comply with all SDMC policies and procedures and shall adhere to the highest standards for professional conduct.

Agency interpreters may not use cell phones or text messaging while in the classroom setting. The only time cell phone use is acceptable is for the need of communicate with the agency coordinator or ESE department.

Interpreter services may include, but not be limited to, American Sign Language interpreting, Signing Exact English interpreting Trilingual Interpreting. Interpreter services will be requested for students in academic classrooms; for students involved in after hour sports or school related activities; for students on vocational job sites and for parents at school related activities and/or meetings regarding their child. Hourly and full day interpreters are needed to meet the demands of SDMC. The number of interpreter needs varies yearly based on need.

Vendors must agree to be available by phone seven (7) days a week between the hours of 5:00am till 11:00 pm to receive requests for services. Vendors will be contacted with two (2) hours to fulfill the request and respond to the Deaf/HH Coordinator. Any assignments requiring two (2) Interpreters **must** have approval from the ESE Department **prior** to the assignment.

In the event that a vendor has accepted and confirmed an assignment but is unable to fulfill the request due to unforeseen circumstances (e.g., Interpreter illness), the vendor shall be responsible for notifying the ESE Department immediately and shall be responsible for securing a replacement Interpreter within the agency.

GUIDELINES SPECIFIC TO THE INDIVIDUAL INTERPRETERS: Responsibilities of the Interpreters include, but are not limited to the following:

- Providing interpreting services as assigned and agreed upon by vendor and SDMC.
- Meeting the communication needs of the student/client to which the Interpreter has been assigned.
- Engaging in professional conduct at all times, including proper attire, presentation, communication, and behavior. All Interpreters shall be required to abide by the School Board Dress Code and the National Registry of Interpreters for the Deaf: Code of Professional Conduct and/or NAD-RID Code of professional conduct guidelines.
- Providing interpreting services, for which they are qualified, based on the requirements and the sensitivity of the assignment. It shall be the sole responsibility of the Interpreter to contact the school administration and the vendor if assigned duties are questionable to the scope of practice or level of qualification.
- Refraining from engaging in activities that are disruptive to the educational environment or that are not relevant to interpreting activities to which they are assigned.
- Vendor shall complete a Contractor Hourly Verification Form which must include and adhere to the following:
    - Interpreter's name
    - Work location / name of school

- Date(s) worked
- Projected Assignment Start / End times
- Lunch time taken (lunch time is non-billable)
- Total number of hours worked (minus lunch time)
- Hours rounded up or down to the nearest quarter (1/4) hour
- Signature of Interpreter
- Signature of a School or District Administrator (i.e. Principal, Assistant Principal, or ESE Coordinator for Deaf/HH Teacher); timesheets without this signature will not be honored.

CHANGES IN SCOPE OF WORK: SDMC may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Contract.
If Contractor believes that any particular product or service is not within the scope of work of the Contract, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the Director of Procurement Services agrees that the particular product or service is within the Contract's scope, as written, Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The Director of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the solicitation for which requirements were not known when the solicitation was released.

IDENTIFICATION/DISCIPLINE: The Contractor, Subcontractors, and their employees are required to have visible, personal identification badges and wear attire appropriate for a school environment. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

PRICING: Bid prices are fixed from date of award and shall reflect all applicable costs. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services for every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SUBCONTRACTING: If subcontractors are used, they must meet all the requirements and terms and conditions of the bid specification. Subcontractors listed by the proposers on the Supplemental Information Form may be used by the awardees during the contract period of this bid. An awardee may also utilize other awardees of this bid as Subcontractors during the contract period of this bid.

LIABILITY OF CONTRACTOR: The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs,

claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

COMPLAINTS & REMOVAL: All Contractors must meet the minimum specifications as outlined and provide the necessary documentation to assure that compliance is maintained throughout the contract period. In the event a Contractor fails to maintain the required specifications, he/she may be removed without prejudice until such time as full compliance is documented. Any Contractor, who contracts with an individual school without being in full compliance, is subject to debarment for a minimum period of one year.

INVOICES: The contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the school/department. The invoice shall be in detail sufficient for proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of the services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

AWARD: An award may be made to each vendor who responds to this invitation and meets the required specifications.

Awarded bidders shall be in a favorable position to compete for the District's business, and those who offer qualified Interpreters and best pricing, which comply with specifications and otherwise meet requirements, should obtain the largest volume of business. Purchases shall be made on an as required basis. Orders will be placed with vendors via purchase orders.

CONTRACT TERM/OPTION TO RENEW: The initial term of the Contract shall be for a period of three (3) years following approval by The School Board of Manatee County, Florida.

RENEWALS: This Contract may be renewed for one (1) additional three (3) year period provided all terms and conditions remain unchanged and in full force and effect.

UNILATERAL RENEWAL: Should the Contractor request not to renew this Contract at the end of the current Contract period, it is understood and agreed that SDMC may unilaterally renew this Contract, for a period not to exceed 90 days, under the same prices, terms, conditions, and specifications governing the existing Contract.

MINIMUM QUALIFICATIONS: With the Bid, the Contractor shall provide all of the below documentation. Failure to provide said documentation is cause for SDMC to deem the bid as non-responsible and will not be evaluated. Additionally, SDMC reserves the right to request documentation at any time during the contract period.

PROOF OF INSURABILITY: Contractor may provide with the bid, a copy of any policy evidencing the insurance coverages and limits required by the solicitation. However, it does not constitute approval or agreement by SDMC that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the solicitation.

LICENSES/PERMITS/BUSINESS TAX: The Contractor shall be in possession of and maintain current all applicable business/occupational licenses, business taxes, and obtain all permits, whether Municipal, County, State, or Federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid's due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of bid, default of Contract, or, even if not specifically stated in this solicitation, shall be cause for termination and future sanctions.

EXPERIENCE: The Bidder shall have been in the provision of the required goods and services herein for a minimum of three (3) years and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts…). Failure to provide said proof may be grounds for rejection of bid. Bidders must prove validity of the stated documents to be in effect at the time of bid opening. SDMC will not award on assumptions that a granting of a license will occur at a future date.

A Bidder may be required to furnish written evidence that they maintain a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SUBMITTAL CHECK LIST/EVALUATION FORM

The following submittals shall be included with your bid. <u>Bids shall be tabbed as follows and include the information/documents specified in the applicable tab.</u> Bids received without the required documentation may be considered non-responsive and will not be considered for award.

_____a. Statement of experience and background of firm with number of present employees.

- Resume and certification/license for each sign language interpreter which is currently employed by respondent and who can provide the services, including dates of employment, educational background with degrees earned and any in-service training(s) or certification(s) attained. IE: Registry of Interpreters for the Deaf (RID), Florida Registry of Interpreters for the Deaf (FRID). Copies of all applicable licenses or certificates must be supplied and be valid at the time of the bid opening.
- Current Insurance Certificate. (School District of Manatee County shall be listed as "Additional Insured")

_____b. Staffing:

- Provide a summary of Bidder's qualifications including related skills and market strengths. If applicable, include sub-contractor qualifications. Provide information regarding past working relationships on similar projects. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SDMC contract. Shall include (a) A job description for each staff sign language interpreter position. (b) Criteria used by respondent to select professionals employed. (c) Number of currently employed Sign Language Interpreters.
- Supplemental Information Form – Subcontracting

_____c. References, minimum of 3, (Copy reference form as needed)

_____d. Include the signed forms

- Bidders must provide a fixed cost proposal for the services and deliverables requested. Bidder may also detail pricing structure – including any special offers, cost cutting measures, rebate information, or any additional discounts available to SDMC.

SUPPLEMENTAL INFORMATION FORM

SUBCONTRACTING: If you plan to use Subcontractors during the term of this bid, please list the name of the companies, address and phone numbers below. **ONLY ADDITIONAL COMPANIES LISTED IN THIS BID OR OTHER AWARDEES (TO BE DETERMINED AFTER AWARD OF BID) MAY BE UTILIZED DURING THE TERM OF THE CONTRACT.**

All Subcontractors must comply with the terms and conditions of this bid. The Contractor shall submit current Certificates of Insurance for all Contractors and all Subcontractors. The School District of Manatee County shall be listed as an "Additional Named Insured" on all Certificates of Insurance.

1. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

2. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

3. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

4. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

5. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

COST PROPOSAL

PRICING

TYPE OF SERVICE:	RATE:
1. _____	$_____/HR
2. _____	$_____/HR
3. _____	$_____/HR
4. _____	$_____/HR
5. _____	$_____/HR
6. _____	$_____/HR
7. _____	$_____/HR
8. _____	$_____/HR

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CONTRACTORS RESPONSIBILITIES

Contractor shall be responsible to safeguard all of their tools, equipment, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) Pricing, Delivery and Warranty Submittal
    iii) No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
    iv) Bidder's Experience and Qualifications (APPENDIX C)
    v) Bidder' References
    vi) Bidder's Statement of Principal Place of Business (APPENDIX D)
    vii) Bidder's Statement of Financial Qualification (APPENDIX E)
    viii) Drug-free Workplace Certification (APPENDIX F)
    ix) Federal Debarment and Suspension Certification (APPENDIX G)
    x) Scrutinized Company Certification (APPENDIX H)
    xi) Byrd Anti-Lobbying Amendment (APPENDIX I)
    xii) Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
    xiii) Anti-Discrimination Amendment (APPENDIX K)
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.

6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions.
    apply:
        1.2.1. Vendor employees will be on school grounds when students are present.
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 4, 2023	Questions/Clarifications due
October 6, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 25, 2023	Bids due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 30, 2023	The evaluation meeting (if required) will be held virtual via "Teams" scheduled for October 24, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About November 5, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 1 Sign Language Interpreting Services Per Hour	Item 2 Educational Interpreter Performance Assessment (EIPA) Per Hour	Item 3 Certified Deaf Interpreter (CDI)/Deaf Interpreter (DI)/Deaf-Blind/Tactile/Trilingual Per Hour	Item 4 ASL Virtual/Video Remote Interpreting (VRI) Per Hour	Item 5 Communication Access Real-time Transcription (CART) Remote Per Hour
Absolute Quality Interpreting Services LLC	**$75.00 (1)**	**$65.00 (2)**	**$85.00**	**$70.00**	**$115.00**
Cirrus Inc	**$74.00 (4)** **$84.00 (5)**	No Bid	No Bid	No Bid	$130.00
Purple Communications, Inc.	**$105.00 (6)(8)(9)(10)(12)**	No Bid	No Bid	**$3.00 (7)** **$94.50 (6)(11)(13)**	No Bid
SignTalk, LLC	**$69.40 (17)**	**$59.40 (14)** **$64.40 (15)** **$68.40 (16)**	No Bid	No Bid	No Bid
Visual Communications of Sarasota/Manatee, Inc.	**$60.00 (21)** **$65.00 (22)** **$70.00 (23)**	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 6 Spanish - Telephonic	Item 7 All Other Languages Telephonic	Item 8 ADA Staff Interpreting	Item 9 School Board Meetings
Absolute Quality Interpreting Services LLC	**$1.35 (3)**	**$1.45 (3)**	No Bid	No Bid
Cirrus Inc	No Bid	No Bid	No Bid	No Bid
Purple Communications, Inc.	No Bid	No Bid	No Bid	No Bid
SignTalk, LLC	No Bid	No Bid	**$64.40 (18)** **$69.40 (19)** **$68.40 (20)**	**$69.40**
Visual Communications of Sarasota/Manatee, Inc.	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

Notes:
(1) Registry of Interpreters for the Deaf (RID) Certified Onsite
(2) EIPA 3.5 and Higher Onsite
(3) Per Minute
(4) $74.00 Interpreting Services for Weekday, Daytime, Students, Parents, Employees, Deaf Teachers (In Service Training and Workshops
(5) $84.00 Interpreting Services for Weekends, Evenings and National Certified for Legal Request (Investigations, DCF, Etc.)
(6) Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p) Monday to Friday and requested with greater than two full full business days' notice.
(7) On-Demand ASL Virtual Interpreting (VRI) - Per Minute
(8) Differentials: In addition to the standard rates, the following per hour differentials will apply:
- A $15/hour specialty differential will be charged for assignments that require specific practioner knowledge, training, or experience.
- A $20/hour after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A $30/hour emergency differential will be charged for assignments requested with less than two full business days' notice.
(9) In-Person Assignment Charges:
- A $105.00 fee, per practioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.
(10) Billing Increments
- All assignment are charged per practitioner
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
(11) Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
(12) Cancelations: In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
(13) Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
(14) ESE Standard - EIPA 3.0 - 3.4
(15) ESE Standard - EIPA 3.5 - 4.0
(16) ESE Standard - EIPA 4.1 +
(17) ESE Standard - RID - NIC
(18) ADA Staff Interpreting - EIPA 3.0 - 4.0
(19)) ADA Staff Interpreting - EIPA 4.1 +
(20) ADA Staff Interpreting - RID - NIC
(21) Ongoing for 30+ Days
(22) Advanced Notice
(23) Urgent Request, IEP & 504 Plan Meetings, Graduations, Extracurricular Events

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
INTERPRETERS TO BE ADDED AS HIRED AND NEEDED.		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0077-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Visual Communications of Sarasota/Manate 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:

SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from **January 1, 2024** through **December 31, 2027**. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for one additional three period. Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its

members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2023025220859HK

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Visual Communications of Sarasota/Manatee, Inc. 4690 Fruitville Rd Sarasota, FL 34232
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
VisCom CONTRACTOR/COMPANY NAME	4690 Fruitville Rd. Sarasota, FL 34223 ADDRESS
PHONE 941-363-1318	EMAIL interpreter@viscomoffice.com
TYPE OR PRINT NAME Megan Burke	TITLE President/CEO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

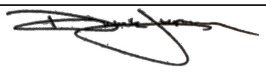
0bb75b0b-4097-43aa-8b06-51bf50663949 Digitally signed by 0bb75b0b-4097-43aa-8b06-51bf50663949 Date: 2023.11.07 13:37:15 -05'00'	11/07/2023		11/27/23
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/23/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink--www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: SEPTEMBER 25, 2023</td></tr>
<tr><td>CONTACT PERSON:
Beth Sharp Tolly</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770</td></tr>
<tr><td>Email address: Sharpb@manateeschools.net</td></tr>
<tr><td>TITLE:
SIGN LANGUAGE INTERPRETING SERVICES</td><td>NUMBER:
24-0077-BS</td><td>SUBMITTAL DEADLINE:
OCTOBER 23, 2023</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: OCTOBER 6, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td>LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):

CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:

CITY – STATE – ZIP:

TELEPHONE NO:

FAX NO:

FEI/EIN Number:</td><td colspan="2">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
- ☐ Bidder's Experience and Qualifications (APPENDIX C)
- ☐ Bidder' References
- ☐ Bidder's Statement of Principal Place of Business (APPENDIX D)
- ☐ Bidder's Statement of Financial Qualification (APPENDIX E)
- ☐ Drug-free Workplace Certification (APPENDIX F)
- ☐ Federal Debarment and Suspension Certification (APPENDIX G)
- ☐ Scrutinized Company Certification (APPENDIX H)
- ☐ Byrd Anti-Lobbying Amendment (APPENDIX I)
- ☐ Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
- ☐ Anti-Discrimination Amendment (APPENDIX K)

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers of Sign Language Interpreting Services for schools and departments on an as needed basis throughout the School District of Manatee County. Schools and departments may choose any awarded provider.Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027.**
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to one (1) additional three (3) year period, upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:
    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

School District of Manatee County, hereafter referred to as the "District" or "SDMC", is seeking bids from qualified Bidders interested in providing qualified Interpreters for the deaf or hard of hearing (hereinafter noted as “Interpreters”). All specifications in this solicitation are designed to enable a Contractor to satisfy a requirement for a product, material, process, or service. Interpreting services including but not limited to, sign language interpreting, oral interpreting, and transliteration will be delivered in an educational environment, unless otherwise requested, and on an “as needed” basis as determined by the Supervisor of Exceptional Student Education for Deaf/Hard of Hearing Programs or designee (hereinafter noted as “ESE” Department). The “need” will be determined by using data regarding particular schools and individual requests received from schools, students, parents, and others. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting SDMC actual needs and preferences. The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SCOPE: The ESE Department will contact the awarded vendor(s) with requests for Interpreters as coverage needs arise. Locations will be within the Manatee County School District (see website for school site locations) unless otherwise requested.

Services shall be provided on an “as needed” basis as determined by the ESE Department. All communication regarding school placements must take place between the awarded vendor and the ESE Department. Neither vendors nor Interpreters shall make direct placement arrangements with any school, except as approved through district procedures for covering absences outside of regular business hours. The vendor shall contact SDMC for approval prior to re-assigning any Interpreters to existing job orders/assignments. “Bumping” previously assigned interpreters for the purpose of maintaining workload of full-time agency interpreters will not be approved.

Upon requirement by the State of Florida (Licensure), the interpreter will be required to hold interpreting credentials to work in Florida. The Interpreters and SDMC will base their method of work on the Registry of Interpreters for the Deaf (RID) standards, Florida Department of Education (DOE) guidelines and the NAD-RID Code of Professional Conduct for Sign Language Interpreters as outlined at www.rid.org. Vendor shall provide and maintain current qualification with Registry of Interpreters for the Deaf (RID), National Interpreter Certification (NIC), and/or the Educational Interpreter Performance Assessment (EIPA) of qualified interpreters awarded vendor intends to place in schools.

Interpreters must have an EIPA score of 3.0 or higher.

Each interpreter must be available to work at any school or district facility in Manatee County, unless SDMC determines a specific facility does not work well for a particular student/interpreter in case the interpreter may be placed into another location/school.

Each Interpreter shall comply with all SDMC policies and procedures and shall adhere to the highest standards for professional conduct.

Agency interpreters may not use cell phones or text messaging while in the classroom setting. The only time cell phone use is acceptable is for the need of communicate with the agency coordinator or ESE department.

Interpreter services may include, but not be limited to, American Sign Language interpreting, Signing Exact English interpreting Trilingual Interpreting. Interpreter services will be requested for students in academic classrooms; for students involved in after hour sports or school related activities; for students on vocational job sites and for parents at school related activities and/or meetings regarding their child. Hourly and full day interpreters are needed to meet the demands of SDMC. The number of interpreter needs varies yearly based on need.

Vendors must agree to be available by phone seven (7) days a week between the hours of 5:00am till 11:00 pm to receive requests for services. Vendors will be contacted with two (2) hours to fulfill the request and respond to the Deaf/HH Coordinator. Any assignments requiring two (2) Interpreters **must** have approval from the ESE Department **prior** to the assignment.

In the event that a vendor has accepted and confirmed an assignment but is unable to fulfill the request due to unforeseen circumstances (e.g., Interpreter illness), the vendor shall be responsible for notifying the ESE Department immediately and shall be responsible for securing a replacement Interpreter within the agency.

GUIDELINES SPECIFIC TO THE INDIVIDUAL INTERPRETERS: Responsibilities of the Interpreters include, but are not limited to the following:

- Providing interpreting services as assigned and agreed upon by vendor and SDMC.
- Meeting the communication needs of the student/client to which the Interpreter has been assigned.
- Engaging in professional conduct at all times, including proper attire, presentation, communication, and behavior. All Interpreters shall be required to abide by the School Board Dress Code and the National Registry of Interpreters for the Deaf: Code of Professional Conduct and/or NAD-RID Code of professional conduct guidelines.
- Providing interpreting services, for which they are qualified, based on the requirements and the sensitivity of the assignment. It shall be the sole responsibility of the Interpreter to contact the school administration and the vendor if assigned duties are questionable to the scope of practice or level of qualification.
- Refraining from engaging in activities that are disruptive to the educational environment or that are not relevant to interpreting activities to which they are assigned.
- Vendor shall complete a Contractor Hourly Verification Form which must include and adhere to the following:
    - Interpreter's name
    - Work location / name of school

- Date(s) worked
- Projected Assignment Start / End times
- Lunch time taken (lunch time is non-billable)
- Total number of hours worked (minus lunch time)
- Hours rounded up or down to the nearest quarter (1/4) hour
- Signature of Interpreter
- Signature of a School or District Administrator (i.e. Principal, Assistant Principal, or ESE Coordinator for Deaf/HH Teacher); timesheets without this signature will not be honored.

CHANGES IN SCOPE OF WORK: SDMC may order changes in the required goods and services consisting of additions, deletions, or other revisions within the general scope of the solicitation. Unless accepted by a mutually signed written amendment, Contractor may make no changes related to the scope of the project, amount of compensation, or any other adjustments to the Contract.
If Contractor believes that any particular product or service is not within the scope of work of the Contract, is a material change, or will otherwise require more compensation to Contractor, the Contractor must immediately notify the General Manager of Procurement Services in writing of this belief. If the Director of Procurement Services agrees that the particular product or service is within the Contract's scope, as written, Contractor shall continue providing the goods and services as changed and at the cost stated for the product or service within the scope. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

The Director of Procurement Services reserves the right to negotiate with Contractor without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the solicitation for which requirements were not known when the solicitation was released.

IDENTIFICATION/DISCIPLINE: The Contractor, Subcontractors, and their employees are required to have visible, personal identification badges and wear attire appropriate for a school environment. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited.

PRICING: Bid prices are fixed from date of award and shall reflect all applicable costs. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services for every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the goods and services required by the Contract.

SUBCONTRACTING: If subcontractors are used, they must meet all the requirements and terms and conditions of the bid specification. Subcontractors listed by the proposers on the Supplemental Information Form may be used by the awardees during the contract period of this bid. An awardee may also utilize other awardees of this bid as Subcontractors during the contract period of this bid.

LIABILITY OF CONTRACTOR: The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs,

claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

COMPLAINTS & REMOVAL: All Contractors must meet the minimum specifications as outlined and provide the necessary documentation to assure that compliance is maintained throughout the contract period. In the event a Contractor fails to maintain the required specifications, he/she may be removed without prejudice until such time as full compliance is documented. Any Contractor, who contracts with an individual school without being in full compliance, is subject to debarment for a minimum period of one year.

INVOICES: The contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the school/department. The invoice shall be in detail sufficient for proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of the services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

AWARD: An award may be made to each vendor who responds to this invitation and meets the required specifications.

Awarded bidders shall be in a favorable position to compete for the District's business, and those who offer qualified Interpreters and best pricing, which comply with specifications and otherwise meet requirements, should obtain the largest volume of business. Purchases shall be made on an as required basis. Orders will be placed with vendors via purchase orders.

CONTRACT TERM/OPTION TO RENEW: The initial term of the Contract shall be for a period of three (3) years following approval by The School Board of Manatee County, Florida.

RENEWALS: This Contract may be renewed for one (1) additional three (3) year period provided all terms and conditions remain unchanged and in full force and effect.

UNILATERAL RENEWAL: Should the Contractor request not to renew this Contract at the end of the current Contract period, it is understood and agreed that SDMC may unilaterally renew this Contract, for a period not to exceed 90 days, under the same prices, terms, conditions, and specifications governing the existing Contract.

MINIMUM QUALIFICATIONS: With the Bid, the Contractor shall provide all of the below documentation. Failure to provide said documentation is cause for SDMC to deem the bid as non-responsible and will not be evaluated. Additionally, SDMC reserves the right to request documentation at any time during the contract period.

PROOF OF INSURABILITY: Contractor may provide with the bid, a copy of any policy evidencing the insurance coverages and limits required by the solicitation. However, it does not constitute approval or agreement by SDMC that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the solicitation.

LICENSES/PERMITS/BUSINESS TAX: The Contractor shall be in possession of and maintain current all applicable business/occupational licenses, business taxes, and obtain all permits, whether Municipal, County, State, or Federally, required for the provision of the Contractor's obligations and functions hereunder upon the Bid's due date. Failure to adhere to this paragraph or provide any necessary licenses or qualifications to lawfully provide the required goods and services shall be cause for rejection of bid, default of Contract, or, even if not specifically stated in this solicitation, shall be cause for termination and future sanctions.

EXPERIENCE: The Bidder shall have been in the provision of the required goods and services herein for a minimum of three (3) years and shall provide proof along with the bid (including but not limited to articles of incorporation, business tax receipts…). Failure to provide said proof may be grounds for rejection of bid. Bidders must prove validity of the stated documents to be in effect at the time of bid opening. SDMC will not award on assumptions that a granting of a license will occur at a future date.

A Bidder may be required to furnish written evidence that they maintain a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.

SUBMITTAL CHECK LIST/EVALUATION FORM

The following submittals shall be included with your bid. Bids shall be tabbed as follows and include the information/documents specified in the applicable tab. Bids received without the required documentation may be considered non-responsive and will not be considered for award.

_____a. Statement of experience and background of firm with number of present employees.

- Resume and certification/license for each sign language interpreter which is currently employed by respondent and who can provide the services, including dates of employment, educational background with degrees earned and any in-service training(s) or certification(s) attained. IE: Registry of Interpreters for the Deaf (RID), Florida Registry of Interpreters for the Deaf (FRID). Copies of all applicable licenses or certificates must be supplied and be valid at the time of the bid opening.
- Current Insurance Certificate. (School District of Manatee County shall be listed as "Additional Insured")

_____b. Staffing:

- Provide a summary of Bidder's qualifications including related skills and market strengths. If applicable, include sub-contractor qualifications. Provide information regarding past working relationships on similar projects. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SDMC contract. Shall include (a) A job description for each staff sign language interpreter position. (b) Criteria used by respondent to select professionals employed. (c) Number of currently employed Sign Language Interpreters.
- Supplemental Information Form – Subcontracting

_____c. References, minimum of 3, (Copy reference form as needed)

_____d. Include the signed forms

- Bidders must provide a fixed cost proposal for the services and deliverables requested. Bidder may also detail pricing structure – including any special offers, cost cutting measures, rebate information, or any additional discounts available to SDMC.

SUPPLEMENTAL INFORMATION FORM

SUBCONTRACTING: If you plan to use Subcontractors during the term of this bid, please list the name of the companies, address and phone numbers below. **ONLY ADDITIONAL COMPANIES LISTED IN THIS BID OR OTHER AWARDEES (TO BE DETERMINED AFTER AWARD OF BID) MAY BE UTILIZED DURING THE TERM OF THE CONTRACT.**

All Subcontractors must comply with the terms and conditions of this bid. The Contractor shall submit current Certificates of Insurance for all Contractors and all Subcontractors. The School District of Manatee County shall be listed as an "Additional Named Insured" on all Certificates of Insurance.

1. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

2. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

3. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

4. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

5. Company Name _____
Contact Person _____
Address _____
City, State & Zip _____
Telephone Number _____ Fax Number _____

COST PROPOSAL

PRICING

TYPE OF SERVICE:	RATE:
1. _____	$_____/HR
2. _____	$_____/HR
3. _____	$_____/HR
4. _____	$_____/HR
5. _____	$_____/HR
6. _____	$_____/HR
7. _____	$_____/HR
8. _____	$_____/HR

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CONTRACTORS RESPONSIBILITIES

Contractor shall be responsible to safeguard all of their tools, equipment, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) Pricing, Delivery and Warranty Submittal
    iii) No Bid Response Submittal Form OR Bidder Acknowledgement (*APPENDIX A or B)*
    iv) Bidder's Experience and Qualifications (APPENDIX C)
    v) Bidder' References
    vi) Bidder's Statement of Principal Place of Business (APPENDIX D)
    vii) Bidder's Statement of Financial Qualification (APPENDIX E)
    viii) Drug-free Workplace Certification (APPENDIX F)
    ix) Federal Debarment and Suspension Certification (APPENDIX G)
    x) Scrutinized Company Certification (APPENDIX H)
    xi) Byrd Anti-Lobbying Amendment (APPENDIX I)
    xii) Employment Eligibility Verification ("E-VERIFY") (APPENDIX J)
    xiii) Anti-Discrimination Amendment (APPENDIX K)
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.

6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e., ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions.
    apply:
        1.2.1. Vendor employees will be on school grounds when students are present.
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 25, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 4, 2023	Questions/Clarifications due
October 6, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 25, 2023	Bids due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*October 30, 2023	The evaluation meeting (if required) will be held virtual via "Teams" scheduled for October 24, 2023. Additional information will be posted if an evaluation meeting is needed.
*On or About November 5, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 1 Sign Language Interpreting Services Per Hour	Item 2 Educational Interpreter Performance Assessment (EIPA) Per Hour	Item 3 Certified Deaf Interpreter (CDI)/Deaf Interpreter (DI)/Deaf-Blind/Tactile/Trilingual Per Hour	Item 4 ASL Virtual/Video Remote Interpreting (VRI) Per Hour	Item 5 Communication Access Real-time Transcription (CART) Remote Per Hour
Absolute Quality Interpreting Services LLC	**$75.00 (1)**	**$65.00 (2)**	**$85.00**	**$70.00**	**$115.00**
Cirrus Inc	**$74.00 (4)** **$84.00 (5)**	No Bid	No Bid	No Bid	$130.00
Purple Communications, Inc.	**$105.00 (6)(8)(9)(10)(12)**	No Bid	No Bid	**$3.00 (7)** **$94.50 (6)(11)(13)**	No Bid
SignTalk, LLC	**$69.40 (17)**	**$59.40 (14)** **$64.40 (15)** **$68.40 (16)**	No Bid	No Bid	No Bid
Visual Communications of Sarasota/Manatee, Inc.	**$60.00 (21)** **$65.00 (22)** **$70.00 (23)**	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

BIDDERS	Item 6 Spanish - Telephonic	Item 7 All Other Languages Telephonic	Item 8 ADA Staff Interpreting	Item 9 School Board Meetings
Absolute Quality Interpreting Services LLC	**$1.35 (3)**	**$1.45 (3)**	No Bid	No Bid
Cirrus Inc	No Bid	No Bid	No Bid	No Bid
Purple Communications, Inc.	No Bid	No Bid	No Bid	No Bid
SignTalk, LLC	No Bid	No Bid	**$64.40 (18)** **$69.40 (19)** **$68.40 (20)**	**$69.40**
Visual Communications of Sarasota/Manatee, Inc.	No Bid	No Bid	No Bid	No Bid

TABULATION OF BIDS ON SIGN LANGUAGE INTERPRETING SERVICES, SDMC No. 24-0077-BS

Bids Due: 3:00 p.m., Wednesday, October 25, 2023

Notes:
(1) Registry of Interpreters for the Deaf (RID) Certified Onsite
(2) EIPA 3.5 and Higher Onsite
(3) Per Minute
(4) $74.00 Interpreting Services for Weekday, Daytime, Students, Parents, Employees, Deaf Teachers (In Service Training and Workshops
(5) $84.00 Interpreting Services for Weekends, Evenings and National Certified for Legal Request (Investigations, DCF, Etc.)
(6) Standard rates will apply to assignments that occur during regular business hours (8:00a-5:00p) Monday to Friday and requested with greater than two full full business days' notice.
(7) On-Demand ASL Virtual Interpreting (VRI) - Per Minute
(8) Differentials: In addition to the standard rates, the following per hour differentials will apply:
- A $15/hour specialty differential will be charged for assignments that require specific practioner knowledge, training, or experience.
- A $20/hour after-hours differential will be charged for assignments that occur outside of regular business hours or on a holiday.
- A $30/hour emergency differential will be charged for assignments requested with less than two full business days' notice.
(9) In-Person Assignment Charges:
- A $105.00 fee, per practioner, will be charged for all in-person assignments.
- Reasonable parking, public transportation, mileage (current federal government rate) and other fees incurred during service provision will be charged.
(10) Billing Increments
- All assignment are charged per practitioner
- In-person interpreting assignments are billed a two-hour minimum and thereafter billed in 30-minute increments.
(11) Scheduled Virtual Interpreting (SVI) assignments are billed a one-hour minimum and thereafter billed in 15-minute increments.
(12) Cancelations: In-person interpreting assignments will be charged in full unless cancelled with two full business days' notice.
(13) Scheduled Virtual Interpreting (SVI) assignments will be charged in full unless cancelled with one full business days' notice.
(14) ESE Standard - EIPA 3.0 - 3.4
(15) ESE Standard - EIPA 3.5 - 4.0
(16) ESE Standard - EIPA 4.1 +
(17) ESE Standard - RID - NIC
(18) ADA Staff Interpreting - EIPA 3.0 - 4.0
(19)) ADA Staff Interpreting - EIPA 4.1 +
(20) ADA Staff Interpreting - RID - NIC
(21) Ongoing for 30+ Days
(22) Advanced Notice
(23) Urgent Request, IEP & 504 Plan Meetings, Graduations, Extracurricular Events

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: VisCom

TELEPHONE NUMBER: 941-363-1318

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
Megan Burke	8/27/2026	
Deborah Curvelo	9/16/2025	
Felicia DeMartino	7/11/2028	
Benjamin Jackson	10/13/2024	
Mindy Richards	8/01/2027	
Trina Schartz	3/4/2025	
Scarlett Quick	4/14/2027	
Tara Plakyda	12/22/2026	
Kathryn Dynan	3/22/2027	
Veronica Bautista	7/30/2025	
Taylor Myers	7/25/2027	
Terrell Romo	9/27/2027	
Cindy Wulfehule	9/19/2026	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.31

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The District issued an invitation to bid for tour operation services to provide planning and services for day trips, overnight trips, and field trips for students, staff, and chaperones on an as needed basis. The initial use of the contract(s) are intended for educational trips that will be paid for by students through internal account funds, however additional trips may be provided using other funding sources throughout the contract period.

This bid is recommended for award to:

- Central Florida Student Tours, Inc. dba Educational Tours, Inverness, Florida, Florida Document No. H67332
- EF Education First International AG (International Travel), Cambridge, MA, Florida Document No. F22000003347
- EF Explore America, Inc. (Domestic Travel), Cambridge, MA, Florida Document No. F11000001998
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of December 12, 2023 through December 11, 2026, with two additional one (1) year renewals through December 11, 2028.

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

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

Recommendation
The Superintendent recommends approval of the bid on Tour Operation Services, SDMC No. 24-0086-KD, estimated in the amount of $200,000.00 annually. (Multiple Funding Sources)

Financial Impact
The funding source for this annually estimated expenditure is Internal, General, and other District funds as needed and is included in the approved budget for 2023-2024.

Contact
Submitting Departments: Elementary Education
Initiated By: Annette Codelia

Attachments:
240086t Revised 11.07.2023
24-0086-KD_EF_Explore_America
24-0086-KD_EF_Education_First_International_AG
24-0086-KD_Central_Florida_Student_Tours_dba_Educational_Tours

NOTICE OF INTENT TO AWARD

BID ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

Revised 11.07.2023

TABULATION OF BIDS ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Markup of Cost of Services (may not exceed 15%)		2. Use of Subcontractors (may not exceed 10% markup)	
	Percentage	Notes	Percentage	Notes
Central Florida Student Tours dba Educational Tours	15.00%	1	5.00%	1
EF Education First International AG (International Travel)	See Note	1,2	N/A	
EF Explore America, Inc. (Domestic Travel)	See Note	1,2	N/A	

NOTES:

1) See bid for cancellation information.

2)
EF incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable $95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by EF by at least 110 days prior to departure.

Included in Program Price:
• $95 non-refundable deposit
• Round-trip airfare
• Accommodations in hotels with private bathrooms
• A Tour Director available 24 hours a day from when the group arrives until they depart
• Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
• Sightseeing tours and excursions led by licensed local guides as specified
• Airport transfers and transportation between destination cities
• Transportation to all included activities
• Entrance fees and theater tickets as specified
• EF walking tours and Tour Director-led sightseeing as specified
• Cruises, trains, or ferries as specified
• Adult supplement (if applicable)
• 24-hour worldwide emergency service
• Support from EF representatives abroad
• EF backpack and luggage tag for each tour

All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The Non-Refundable $95 Deposit:
All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The $95 non-refundable deposit includes:
• EF's standard cancellation policy and Peace of Mind program as described
• Processing services by EF staff
• Eligibility for discounts on other EF programs
Not Included in the Program Price
• Rooming supplement (if applicable)
• Optional excursions (except where indicated)
• Global Travel Protection plan or Global Travel Protection Plus plan (except where indicated). Global Travel Protection can be included at the Group Leader or district's discretion.
• Beverages and lunches (except where indicated)
• Transportation to free-time activities
• Customary gratuities (for the Tour Director, bus drivers, and local guides)
• Porterage – Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
• Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see Booking Conditions for details)
• Passport, visa, and reciprocity fees or any other fees associated with entry to a specific destination

Additional payment options included in bid.

"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, SDMC No. 24-0086-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and EF Explore America, 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:

Tour Operation Services, SDMC No. 24-0086-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from December 12, 2023 through December 11, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District,

its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for

any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new

employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: NOT APPLICABLE

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state

or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Michelle Solomon, EF Explore America, Inc, 2 Education Circle, Cambridge MA 02141
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the

subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. “Firearm” has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor’s employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District’s Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
EF Explore America, Inc CONTRACTOR/COMPANY NAME	2 Education Circle Cambridge, MA 02141 ADDRESS
PHONE 617-619-1000	EMAIL michelle.solomon@ef.com
TYPE OR PRINT NAME Michelle Solomon	TITLE CFO
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Michelle Solomon	11/13/2023		
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 29, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon</td><td colspan="2"></td></tr>
<tr><td>Telephone #: 941-708-8770 Ext. 41204</td><td colspan="2"></td></tr>
<tr><td>Email address:
dufonk@manateeschools.net</td><td colspan="2"></td></tr>
<tr><td>TITLE:
Tour Operation Services</td><td>NUMBER:
24-0086-KD</td><td>SUBMITTAL DEADLINE:
October 30, 2023 @ 3:00P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: October 13, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="5">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide tour operation services for day trips, overnight trips, and scheduling of field trips for students, staff, and chaperones on an as needed basis.

A tour operator is a company that offers complete travel packages (tickets and tour accommodations and other travel arrangements).

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **December 12, 2023 through December 11, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of products and services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County (SDMC).

Students/groups may be traveling for educational, athletic, or recreational purposes. The age range of each group dictates everything from the type of attractions to visit to the security and room arrangements at the hotel. Staff may be traveling for conferences or training.

Tour operators will only use charter buses for in state transportation which have been awarded on the School District of Manatee County's charter bus services listing, unless otherwise approved. A list of approved charter bus companies will be provided to all approved travel agencies and tour operators.
If your operation offers bus services, the contractor shall adhere to the District's specifications for such travel.

Destination trips which require charter buses must submit a certificate of insurance (COI) that meet the minimum requirements and shall be approved by Purchasing Department prior to out of state trips.

It will be the responsibility of each qualified tour operator to verify COI has been updated by the insurance agent by the expiration date.

Experience:
Each bidder submitting certifies that they possess the required certificates to perform these services. Bidder shall have performed services similar in scope to this contract and shall have a minimum of three (3) years' experience and should provide proof along with the bid. The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for provision of the awarded supplier's obligations and functions hereunder. Failure to provide the necessary licenses or qualifications may be cause for rejection of the bidder's response or termination of the awarded contract.

All tour operators must comply with The 2023 Florida Statutes, Chapter 559.928, Sellers of Travel and Florida Administrative Code, Sellers of Travel, Chapter 5J-9. **Proposers must provide a current copy of this certificate(s), license(s) or letter of exemption. All approved vendors must keep their certification up-to-date during the term of the contract.**

All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

Services listed below may not pertain to all companies providing a response, however potential services may include, but are not limited to the following:

a. Provide the most cost effective travel accommodations for SDMC organized school groups and individual employees as they travel on prescribed group travels or individual official business. Companion tickets, if desired, shall be paid directly by the employee, but should be offered as part of the package.
b. Provide educational enriched tours and field trips for students of SDMC.
c. Provide service compatible with SDMC working hours, 8:00am to 4:30pm, Monday through Friday and have a personal travel service point of contact available nights, weekends and holidays. Customer service representative should be available through a 1-800 or similar phone line. Provide phone number or answering service number with proposal. No answering machines allowed during travel periods.
d. Provide group travel wholesale/discounted rates and planning may include such services as follows (but not limited to):

- Local, regional, national, and international travel/tours by airlines, cruises, trains, and buses.
- Lodging (Motel/Hotel)
- Instructional bookings (i.e., zoos, museums, galleries, etc.)
- Travel guide or tour expert services (day, overnight and weekend trips with transportation)
- Food coordination
- Rental vehicle/bus transportation

e. If the trip requires air transportation, provide transportation reservation, issuance of E-ticket(s) where possible, and advance seat assignments; such tickets to be issued to or by applicable participant(s), c/o the name of the person using the tickets; and reservations for rental of passenger vehicle(s) for use in the travel area. Additional fees for early boarding, seat assignment and additional baggage are not permitted.

f. For trips within the State of Florida, the contractor may only use charter buses which have been awarded on the School District of Manatee County's charter bus services listing, unless otherwise approved. A list of approved charter bus companies will be provided to all approved tour operators. If your operation offers bus services, the contractor shall adhere to the District's specifications for such travel. For trips where the destination is out of the State of Florida (i.e. trip is flown by air) and further transportation is needed by bus or van, the transportation company must meet the District's requirements for such travel.

g. Analyze each request to utilize the best value fare regardless of conditions such as advance booking, non-refund ability, or travel on weekends and considering lodging and/or transportation. Additional consideration shall be given not only to the costs of travel but also the efficiency of the travel route for best use of the traveler's time. Same day response time for related travel services may be required.

h. When requested, approved contractors shall arrange group/individual hotel accommodations taking full advantage of any and all governmental or corporate discounts rates available. If a specific hotel is not requested, the approved vendor shall select a hotel within a reasonable distance to or from the place of business.

i. In no event shall the prices offered be in excess of the approved vendor's written quotation and validation date. Compensation shall be based upon the cost of the travel.

j. If your company will be transporting students/staff, auto liability insurance shall be required in accordance with the District's current insurance requirements.

Contractor's Services:
Contractor should submit a list of services they provide and a list of services that are unable to be provided (i.e. educational tours, transportation, etc.) with their bid response. The contractor may provide a revised list of services throughout the contract period if additional services are available or services are removed.

Use of Subcontractors:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Purchasing Department or designee.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs and services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

Fleet List:
Contractors that will be providing transportation of students/staff, must provide fleet list and your company will be required to submit certificate of insurance (COI) in accordance with the District's requirements. If your company will not be transporting students/staff, provide a letter stating you will not be transporting students/staff under this contract.

Cancellation Policy:
There will be times when a trip must be cancelled due to unforeseen circumstances. Contractors will do everything in their power to maximize the amount of refund back to the district. The trip cancellation policy and refund details must maximize the amount of refund back to the district for advanced payments. Contractor is to provide their cancellation policy with their bid response and it is to be included on every quote provided for services.

Procedures:

a. Tour operators shall not offer any gratuities, favors or anything of monetary value to **any school district employee** at any time.
b. Tour operators shall be responsible for handling all trip procedures, arrangements, and shall handle and resolve any complaints.
c. School or Department will prepare an itinerary and fax or email the itinerary to the tour operators.
d. Tour operators will be requested to submit a written quotation to schools or departments in response to their request to travel. Tour operators are not to book travel assignments unless authorization is given by the school or department through a purchase order number or in writing by the Purchasing Department. If a contractor places the confirmation before prior authorization is given, the contractor shall take full responsibility for the cost of the trip if the trip is not taken.
e. Florida law states that schools should not be paying for services in advance of receiving the service; however, if the quotation or contract indicates a deposit is required, then the district may review before proceeding. Billing can be on an as needed basis to cover purchases being made by tour operators (i.e. billing to cover the cost of purchasing tickets). When advanced payments are requested provide confirmation number(s). Clearly list on all quotes agencies trip cancellation penalty, and refund policy for advance payment. Failure of the awardee to fully list cancellation penalty shall result in full refund to district.
f. Schools/Departments requiring the use of wheelchair accessible transportation may be requested.
g. All approved vendors must keep their travel certifications up-to-date during the term of this contract. Failure to maintain current certifications will result in default of contract.

On all trips, the contractor must plot the trip from the school to the destination point(s) and develop clear and precise directions/route itineraries for each driver in usable form and must provide at least one copy for the requesting school/department.

Vehicles must arrive at the school a minimum of 30 minutes prior to scheduled departure, unless otherwise specified.

An adequate number of spare vehicles must be maintained to ensure continuity of service in the event of breakdowns or mechanical failure. In the event of any incident of mechanical breakdown of the bus or a traffic accident, the driver(s) is to immediately contact the school principal and/or designee.

Bus/Vehicle Requirements:
Vehicles used for transportation may not be manufactured prior to 2000. Vehicle fleet lists (to include vehicle VIN #, age, style #, and model #, capacity, and last annual DOT inspection report) for each vehicle shall be submitted with the bid response. As fleet changes occur, current documentation shall be provided for each vehicle. All vehicles used in the execution of this contract must be routinely inspected and properly maintained in accordance with the manufacturer's suggested standards and state and federal regulations. Maintenance records shall be maintained by the Contractor and be available for audit upon request. Prior to leaving the depot, the vehicle must be thoroughly checked to ensure that air conditioning and other comfort

items are in proper working order and that there are not deficiencies that would compromise safety or reliability. All vehicles must meet or exceed all applicable Federal and State of Florida Motor Vehicle Safety Standards and The Florida Department of Education Standards for student transportation. The Contractor shall possess all necessary and applicable licenses, permits and authority as may be required by federal, state or local laws for the operation of the business and its vehicles. All vehicles must be clearly identified with the company name and vehicle number; they must be clean, both inside and outside, have a full tank of fuel upon arrival at the school site and be cellular telephone or two-way radio equipped. If furnished vehicles have restrooms, they shall be thoroughly cleaned and sanitized prior to pick up.

Drivers:

Drivers must be clean, neatly attired, conduct themselves in a professional manner, carry proper identification, and a company or personal credit card (or cash) adequate to refuel or make necessary emergency repairs. Under no circumstances will a school, student, or staff member advance funds during a scheduled trip. In addition, drivers must be qualified, licensed and possess good, clean driving records as verified by a license check. License checks must be verified every six months. Contractors must not use drivers with a revoked license. Contractors must ensure that each driver is adequately trained before transporting students and that driver operate the buses in a careful and prudent manner, exercising at all times the highest degree of care, observing and complying with all rules of the road and traffic regulations. In addition, Contractors must ensure that all drivers are in compliance with the Omnibus Transportation Act of 1991. By submittal of this proposal the Contractor certifies that all drivers, who may be assigned under this contract, have not been convicted of a felony, a misdemeanor involving (1) sexual assault, (2) obscenity and related offenses, (3) drugs, (4) moral turpitude, (5) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and (6) are not listed in any sexual offender registry. By submittal of this proposal the Contractor certifies that all drivers, who may be assigned to work under this contract, have not been, within the last (3) three years, convicted of a charge of driving under the influence of intoxicating liquors or drugs, convicted of a felony, or assigned to any alcohol safety action program or driver alcohol rehabilitation program or, within the preceding twelve (12) months, have not been convicted of two or more moving traffic violations or have not been required to attend a driver improvement clinic by the Commissioner of the Department of Motor Vehicles.

Liability of Contractor:

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

Trip Delays:

Should a trip be late due to poor Contractor scheduling or interrupted due to mechanical or fuel problems, or any other reason for which the Contractor is responsible which causes 25% or more of the scheduled event to be missed, the Contractor will refund 100% of the charter fee. In addition to the charter fee, if 50% or more of the scheduled event is missed due to the above named deficiencies, the Contractor will be held liable for 100% of the event admission fees, registration fees, etc.

For athletic events, should a trip be late due to poor Contractor scheduling or interrupted due to mechanical or fuel problems, or for any other reason for which the Contractor is responsible which causes late arrival to the scheduled event, the Contractor will refund 100% of the charter fee. In addition to the charter fee, if 50%

or more of the scheduled event is missed due to the above mentioned deficiencies, the Contractor will be held liable for an additional 50% refund for the charter fee or $500.00, which ever is greater to SDMC.

In the event that extra food or lodging is necessary due to breakdowns or mechanical problems, or due to inability of the Contractor to perform this service, the Contractor will be liable for any and all costs associated with these extra accommodations for students and staff.

The above language prevails for disputes occurring as a result of default of the terms of these specifications. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the District for a period of not less than one (1) year. Thereafter, the contractor may request to be reinstated.

FLORIDA STATUTES 1006.25 & 1012.45

1006.25 School buses. --School buses shall be defined and meet specifications as follows:

(1) DEFINITION. --For the purpose of this part, a "school bus" is a motor vehicle regularly used for the transportation of prekindergarten disability program and kindergarten through grade 12 students of the public schools to and from school or to and from school activities, and owned, operated, rented, contracted, or leased by any district school board, except: (a) Passenger cars, multipurpose passenger vehicles, and trucks as defined in 49 C.F.R. part 571. (b) Motor vehicles subject to, and meeting all requirements of, the United States Department of Transportation, Federal Motor Carrier Safety Regulations under Title 49, Code of Federal Regulations and operated by carriers operating under the jurisdiction of these regulations but not used exclusively for the transportation of public school students.

(2) SPECIFICATIONS. --Each school bus as defined in 49 C.F.R. part 571, and subsection (1) that is rented, leased, purchased, or contracted for must meet the applicable federal motor vehicle safety standards and other specifications as prescribed by rules of the State Board of Education.

(3) STANDARDS FOR LEASED VEHICLES. --A motor vehicle owned and operated by a county or municipal transit authority that is leased by the district school board for transportation of public school students must meet such standards as the State Board of Education establishes by rule. A school bus authorized by a district school board to carry passengers other than school students must have the words "School Bus" and any other signs and insignia that mark or designate it as a school bus covered, removed, or otherwise concealed while such passengers are being transported.

(4) OCCUPANT PROTECTION SYSTEMS. --Students may be transported only in designated seating positions, except as provided in s. 1006.22(12), and must use the occupant crash protection system provided by the manufacturer, which system must comply with the requirements of 49 C.F.R. part 571 or with specifications of the State Board of Education.

1012.45 School bus drivers; requirements and duties—
(1) Each school bus driver must be of good moral character, of good vision and hearing, able-bodied, free from communicable disease, mentally alert, and sufficiently strong physically to handle the bus with ease, and he or she must possess other qualifications prescribed by the Commissioner of Education, including those qualifications described in 49 C.F.R. s. 391, relating to physical qualifications and examinations and 49 C.F.R. part 40 and part 382, relating to controlled substance and alcohol use and testing, and he or she must hold a valid commercial driver's license with a passenger endorsement.

(2) Each school bus driver has the authority and responsibility to control students during the time students are on the school bus pursuant to s.1006.10.

(3) The State Board of Education shall adopt rules outlining requirements that school bus drivers must meet before they are employed by district school boards.

(4) Each district school board may provide a school bus driver training program and may make this program available to private school bus drivers by contract.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:		
1.	Percentage Markup of Cost of Services (may not exceed 15%)	% mark-up
2.	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	% mark-up

Additional items to be included with response:

- Cancelation Policy
- Sellers of Travel Certification
- Certificate of Liability Insurance
- List of Services Provided/Not Provided
- Vehicle Fleet List
- Contact information, including emergency/after hours

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 13, 2023	Questions/Clarifications due
October 18, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 30, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
November 2, 2023	If needed, evaluation of bids to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or About November 2, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0086-KD Title: Tour Operation Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature:_____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default of any contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H
SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

Exhibit B

NOTICE OF INTENT TO AWARD

BID ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

Revised 11.07.2023

TABULATION OF BIDS ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Markup of Cost of Services (may not exceed 15%)		2. Use of Subcontractors (may not exceed 10% markup)	
	Percentage	Notes	Percentage	Notes
Central Florida Student Tours dba Educational Tours	15.00%	1	5.00%	1
EF Education First International AG (International Travel)	See Note	1,2	N/A	
EF Explore America, Inc. (Domestic Travel)	See Note	1,2	N/A	

NOTES:

1) See bid for cancellation information.

2)
EF incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable $95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by EF by at least 110 days prior to departure.

Included in Program Price:
• $95 non-refundable deposit
• Round-trip airfare
• Accommodations in hotels with private bathrooms
• A Tour Director available 24 hours a day from when the group arrives until they depart
• Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
• Sightseeing tours and excursions led by licensed local guides as specified
• Airport transfers and transportation between destination cities
• Transportation to all included activities
• Entrance fees and theater tickets as specified
• EF walking tours and Tour Director-led sightseeing as specified
• Cruises, trains, or ferries as specified
• Adult supplement (if applicable)
• 24-hour worldwide emergency service
• Support from EF representatives abroad
• EF backpack and luggage tag for each tour

All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The Non-Refundable $95 Deposit:
All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The $95 non-refundable deposit includes:
• EF's standard cancellation policy and Peace of Mind program as described
• Processing services by EF staff
• Eligibility for discounts on other EF programs
Not Included in the Program Price
• Rooming supplement (if applicable)
• Optional excursions (except where indicated)
• Global Travel Protection plan or Global Travel Protection Plus plan (except where indicated). Global Travel Protection can be included at the Group Leader or district's discretion.
• Beverages and lunches (except where indicated)
• Transportation to free-time activities
• Customary gratuities (for the Tour Director, bus drivers, and local guides)
• Porterage – Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
• Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see Booking Conditions for details)
• Passport, visa, and reciprocity fees or any other fees associated with entry to a specific destination

Additional payment options included in bid.

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0086-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and EF Education First International AG (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:

Tour Operation Services, SDMC No. 24-0086-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from December 12, 2023 through December 11, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District,

its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for

any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new

employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: NOT APPLICABLE

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state

or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Sara Munden, EF Education First International, Selnaustrasse 30, 8001 Zurich, Switzerland
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the

subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. “Firearm” has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor’s employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District’s Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME EF Education First International AG	ADDRESS Selnaustrasse 30 8001 Zurich, Switzerland
PHONE +41 43 430 41 18	EMAIL chtoursfinance.b2s@ef.com
TYPE OR PRINT NAME Sara Munden	TITLE Finance Director
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Sara Munden	13.11.2023		
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 29, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770 Ext. 41204</td></tr>
<tr><td>Email address:
dufonk@manateeschools.net</td></tr>
<tr><td>TITLE:
Tour Operation Services</td><td>NUMBER:
24-0086-KD</td><td>SUBMITTAL DEADLINE:
October 30, 2023 @ 3:00P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: October 13, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide tour operation services for day trips, overnight trips, and scheduling of field trips for students, staff, and chaperones on an as needed basis.

A tour operator is a company that offers complete travel packages (tickets and tour accommodations and other travel arrangements).

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **December 12, 2023 through December 11, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of products and services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County (SDMC).

Students/groups may be traveling for educational, athletic, or recreational purposes. The age range of each group dictates everything from the type of attractions to visit to the security and room arrangements at the hotel. Staff may be traveling for conferences or training.

Tour operators will only use charter buses for in state transportation which have been awarded on the School District of Manatee County's charter bus services listing, unless otherwise approved. A list of approved charter bus companies will be provided to all approved travel agencies and tour operators.
If your operation offers bus services, the contractor shall adhere to the District's specifications for such travel.

Destination trips which require charter buses must submit a certificate of insurance (COI) that meet the minimum requirements and shall be approved by Purchasing Department prior to out of state trips.

It will be the responsibility of each qualified tour operator to verify COI has been updated by the insurance agent by the expiration date.

Experience:
Each bidder submitting certifies that they possess the required certificates to perform these services. Bidder shall have performed services similar in scope to this contract and shall have a minimum of three (3) years' experience and should provide proof along with the bid. The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for provision of the awarded supplier's obligations and functions hereunder. Failure to provide the necessary licenses or qualifications may be cause for rejection of the bidder's response or termination of the awarded contract.

All tour operators must comply with The 2023 Florida Statutes, Chapter 559.928, Sellers of Travel and Florida Administrative Code, Sellers of Travel, Chapter 5J-9. **Proposers must provide a current copy of this certificate(s), license(s) or letter of exemption. All approved vendors must keep their certification up-to-date during the term of the contract.**

All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

Services listed below may not pertain to all companies providing a response, however potential services may include, but are not limited to the following:

a. Provide the most cost effective travel accommodations for SDMC organized school groups and individual employees as they travel on prescribed group travels or individual official business. Companion tickets, if desired, shall be paid directly by the employee, but should be offered as part of the package.
b. Provide educational enriched tours and field trips for students of SDMC.
c. Provide service compatible with SDMC working hours, 8:00am to 4:30pm, Monday through Friday and have a personal travel service point of contact available nights, weekends and holidays. Customer service representative should be available through a 1-800 or similar phone line. Provide phone number or answering service number with proposal. No answering machines allowed during travel periods.
d. Provide group travel wholesale/discounted rates and planning may include such services as follows (but not limited to):

- Local, regional, national, and international travel/tours by airlines, cruises, trains, and buses.
- Lodging (Motel/Hotel)
- Instructional bookings (i.e., zoos, museums, galleries, etc.)
- Travel guide or tour expert services (day, overnight and weekend trips with transportation)
- Food coordination
- Rental vehicle/bus transportation

e. If the trip requires air transportation, provide transportation reservation, issuance of E-ticket(s) where possible, and advance seat assignments; such tickets to be issued to or by applicable participant(s), c/o the name of the person using the tickets; and reservations for rental of passenger vehicle(s) for use in the travel area. Additional fees for early boarding, seat assignment and additional baggage are not permitted.

f. For trips within the State of Florida, the contractor may only use charter buses which have been awarded on the School District of Manatee County's charter bus services listing, unless otherwise approved. A list of approved charter bus companies will be provided to all approved tour operators. If your operation offers bus services, the contractor shall adhere to the District's specifications for such travel. For trips where the destination is out of the State of Florida (i.e. trip is flown by air) and further transportation is needed by bus or van, the transportation company must meet the District's requirements for such travel.

g. Analyze each request to utilize the best value fare regardless of conditions such as advance booking, non-refund ability, or travel on weekends and considering lodging and/or transportation. Additional consideration shall be given not only to the costs of travel but also the efficiency of the travel route for best use of the traveler's time. Same day response time for related travel services may be required.

h. When requested, approved contractors shall arrange group/individual hotel accommodations taking full advantage of any and all governmental or corporate discounts rates available. If a specific hotel is not requested, the approved vendor shall select a hotel within a reasonable distance to or from the place of business.

i. In no event shall the prices offered be in excess of the approved vendor's written quotation and validation date. Compensation shall be based upon the cost of the travel.

j. If your company will be transporting students/staff, auto liability insurance shall be required in accordance with the District's current insurance requirements.

Contractor's Services:

Contractor should submit a list of services they provide and a list of services that are unable to be provided (i.e. educational tours, transportation, etc.) with their bid response. The contractor may provide a revised list of services throughout the contract period if additional services are available or services are removed.

Use of Subcontractors:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Purchasing Department or designee.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs and services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

Fleet List:

Contractors that will be providing transportation of students/staff, must provide fleet list and your company will be required to submit certificate of insurance (COI) in accordance with the District's requirements. If your company will not be transporting students/staff, provide a letter stating you will not be transporting students/staff under this contract.

Cancellation Policy:
There will be times when a trip must be cancelled due to unforeseen circumstances. Contractors will do everything in their power to maximize the amount of refund back to the district. The trip cancellation policy and refund details must maximize the amount of refund back to the district for advanced payments. Contractor is to provide their cancellation policy with their bid response and it is to be included on every quote provided for services.

Procedures:

a. Tour operators shall not offer any gratuities, favors or anything of monetary value to **any school district employee** at any time.
b. Tour operators shall be responsible for handling all trip procedures, arrangements, and shall handle and resolve any complaints.
c. School or Department will prepare an itinerary and fax or email the itinerary to the tour operators.
d. Tour operators will be requested to submit a written quotation to schools or departments in response to their request to travel. Tour operators are not to book travel assignments unless authorization is given by the school or department through a purchase order number or in writing by the Purchasing Department. If a contractor places the confirmation before prior authorization is given, the contractor shall take full responsibility for the cost of the trip if the trip is not taken.
e. Florida law states that schools should not be paying for services in advance of receiving the service; however, if the quotation or contract indicates a deposit is required, then the district may review before proceeding. Billing can be on an as needed basis to cover purchases being made by tour operators (i.e. billing to cover the cost of purchasing tickets). When advanced payments are requested provide confirmation number(s). Clearly list on all quotes agencies trip cancellation penalty, and refund policy for advance payment. Failure of the awardee to fully list cancellation penalty shall result in full refund to district.
f. Schools/Departments requiring the use of wheelchair accessible transportation may be requested.
g. All approved vendors must keep their travel certifications up-to-date during the term of this contract. Failure to maintain current certifications will result in default of contract.

On all trips, the contractor must plot the trip from the school to the destination point(s) and develop clear and precise directions/route itineraries for each driver in usable form and must provide at least one copy for the requesting school/department.

Vehicles must arrive at the school a minimum of 30 minutes prior to scheduled departure, unless otherwise specified.

An adequate number of spare vehicles must be maintained to ensure continuity of service in the event of breakdowns or mechanical failure. In the event of any incident of mechanical breakdown of the bus or a traffic accident, the driver(s) is to immediately contact the school principal and/or designee.

Bus/Vehicle Requirements:
Vehicles used for transportation may not be manufactured prior to 2000. Vehicle fleet lists (to include vehicle VIN #, age, style #, and model #, capacity, and last annual DOT inspection report) for each vehicle shall be submitted with the bid response. As fleet changes occur, current documentation shall be provided for each vehicle. All vehicles used in the execution of this contract must be routinely inspected and properly maintained in accordance with the manufacturer's suggested standards and state and federal regulations. Maintenance records shall be maintained by the Contractor and be available for audit upon request. Prior to leaving the depot, the vehicle must be thoroughly checked to ensure that air conditioning and other comfort

items are in proper working order and that there are not deficiencies that would compromise safety or reliability. All vehicles must meet or exceed all applicable Federal and State of Florida Motor Vehicle Safety Standards and The Florida Department of Education Standards for student transportation. The Contractor shall possess all necessary and applicable licenses, permits and authority as may be required by federal, state or local laws for the operation of the business and its vehicles. All vehicles must be clearly identified with the company name and vehicle number; they must be clean, both inside and outside, have a full tank of fuel upon arrival at the school site and be cellular telephone or two-way radio equipped. If furnished vehicles have restrooms, they shall be thoroughly cleaned and sanitized prior to pick up.

Drivers:

Drivers must be clean, neatly attired, conduct themselves in a professional manner, carry proper identification, and a company or personal credit card (or cash) adequate to refuel or make necessary emergency repairs. Under no circumstances will a school, student, or staff member advance funds during a scheduled trip. In addition, drivers must be qualified, licensed and possess good, clean driving records as verified by a license check. License checks must be verified every six months. Contractors must not use drivers with a revoked license. Contractors must ensure that each driver is adequately trained before transporting students and that driver operate the buses in a careful and prudent manner, exercising at all times the highest degree of care, observing and complying with all rules of the road and traffic regulations. In addition, Contractors must ensure that all drivers are in compliance with the Omnibus Transportation Act of 1991. By submittal of this proposal the Contractor certifies that all drivers, who may be assigned under this contract, have not been convicted of a felony, a misdemeanor involving (1) sexual assault, (2) obscenity and related offenses, (3) drugs, (4) moral turpitude, (5) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and (6) are not listed in any sexual offender registry. By submittal of this proposal the Contractor certifies that all drivers, who may be assigned to work under this contract, have not been, within the last (3) three years, convicted of a charge of driving under the influence of intoxicating liquors or drugs, convicted of a felony, or assigned to any alcohol safety action program or driver alcohol rehabilitation program or, within the preceding twelve (12) months, have not been convicted of two or more moving traffic violations or have not been required to attend a driver improvement clinic by the Commissioner of the Department of Motor Vehicles.

Liability of Contractor:

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

Trip Delays:

Should a trip be late due to poor Contractor scheduling or interrupted due to mechanical or fuel problems, or any other reason for which the Contractor is responsible which causes 25% or more of the scheduled event to be missed, the Contractor will refund 100% of the charter fee. In addition to the charter fee, if 50% or more of the scheduled event is missed due to the above named deficiencies, the Contractor will be held liable for 100% of the event admission fees, registration fees, etc.

For athletic events, should a trip be late due to poor Contractor scheduling or interrupted due to mechanical or fuel problems, or for any other reason for which the Contractor is responsible which causes late arrival to the scheduled event, the Contractor will refund 100% of the charter fee. In addition to the charter fee, if 50%

or more of the scheduled event is missed due to the above mentioned deficiencies, the Contractor will be held liable for an additional 50% refund for the charter fee or $500.00, which ever is greater to SDMC.

In the event that extra food or lodging is necessary due to breakdowns or mechanical problems, or due to inability of the Contractor to perform this service, the Contractor will be liable for any and all costs associated with these extra accommodations for students and staff.

The above language prevails for disputes occurring as a result of default of the terms of these specifications. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the District for a period of not less than one (1) year. Thereafter, the contractor may request to be reinstated.

FLORIDA STATUTES 1006.25 & 1012.45

1006.25 School buses. --School buses shall be defined and meet specifications as follows:

(1) DEFINITION. --For the purpose of this part, a "school bus" is a motor vehicle regularly used for the transportation of prekindergarten disability program and kindergarten through grade 12 students of the public schools to and from school or to and from school activities, and owned, operated, rented, contracted, or leased by any district school board, except: (a) Passenger cars, multipurpose passenger vehicles, and trucks as defined in 49 C.F.R. part 571. (b) Motor vehicles subject to, and meeting all requirements of, the United States Department of Transportation, Federal Motor Carrier Safety Regulations under Title 49, Code of Federal Regulations and operated by carriers operating under the jurisdiction of these regulations but not used exclusively for the transportation of public school students.

(2) SPECIFICATIONS. --Each school bus as defined in 49 C.F.R. part 571, and subsection (1) that is rented, leased, purchased, or contracted for must meet the applicable federal motor vehicle safety standards and other specifications as prescribed by rules of the State Board of Education.

(3) STANDARDS FOR LEASED VEHICLES. --A motor vehicle owned and operated by a county or municipal transit authority that is leased by the district school board for transportation of public school students must meet such standards as the State Board of Education establishes by rule. A school bus authorized by a district school board to carry passengers other than school students must have the words "School Bus" and any other signs and insignia that mark or designate it as a school bus covered, removed, or otherwise concealed while such passengers are being transported.

(4) OCCUPANT PROTECTION SYSTEMS. --Students may be transported only in designated seating positions, except as provided in s. 1006.22(12), and must use the occupant crash protection system provided by the manufacturer, which system must comply with the requirements of 49 C.F.R. part 571 or with specifications of the State Board of Education.

1012.45 School bus drivers; requirements and duties—
(1) Each school bus driver must be of good moral character, of good vision and hearing, able-bodied, free from communicable disease, mentally alert, and sufficiently strong physically to handle the bus with ease, and he or she must possess other qualifications prescribed by the Commissioner of Education, including those qualifications described in 49 C.F.R. s. 391, relating to physical qualifications and examinations and 49 C.F.R. part 40 and part 382, relating to controlled substance and alcohol use and testing, and he or she must hold a valid commercial driver's license with a passenger endorsement.

(2) Each school bus driver has the authority and responsibility to control students during the time students are on the school bus pursuant to s.1006.10.

(3) The State Board of Education shall adopt rules outlining requirements that school bus drivers must meet before they are employed by district school boards.

(4) Each district school board may provide a school bus driver training program and may make this program available to private school bus drivers by contract.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:		
1.	Percentage Markup of Cost of Services (may not exceed 15%)	% mark-up
2.	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	% mark-up

Additional items to be included with response:

- Cancelation Policy
- Sellers of Travel Certification
- Certificate of Liability Insurance
- List of Services Provided/Not Provided
- Vehicle Fleet List
- Contact information, including emergency/after hours

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 13, 2023	Questions/Clarifications due
October 18, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 30, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
November 2, 2023	If needed, evaluation of bids to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or About November 2, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0086-KD Title: Tour Operation Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature:_____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default of any contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

Exhibit B

NOTICE OF INTENT TO AWARD

BID ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

Revised 11.07.2023

TABULATION OF BIDS ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Markup of Cost of Services (may not exceed 15%)		2. Use of Subcontractors (may not exceed 10% markup)	
	Percentage	Notes	Percentage	Notes
Central Florida Student Tours dba Educational Tours	15.00%	1	5.00%	1
EF Education First International AG (International Travel)	See Note	1,2	N/A	
EF Explore America, Inc. (Domestic Travel)	See Note	1,2	N/A	

NOTES:

1) See bid for cancellation information.

2)
EF incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable $95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by EF by at least 110 days prior to departure.

Included in Program Price:
• $95 non-refundable deposit
• Round-trip airfare
• Accommodations in hotels with private bathrooms
• A Tour Director available 24 hours a day from when the group arrives until they depart
• Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
• Sightseeing tours and excursions led by licensed local guides as specified
• Airport transfers and transportation between destination cities
• Transportation to all included activities
• Entrance fees and theater tickets as specified
• EF walking tours and Tour Director-led sightseeing as specified
• Cruises, trains, or ferries as specified
• Adult supplement (if applicable)
• 24-hour worldwide emergency service
• Support from EF representatives abroad
• EF backpack and luggage tag for each tour

All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The Non-Refundable $95 Deposit:
All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The $95 non-refundable deposit includes:
• EF's standard cancellation policy and Peace of Mind program as described
• Processing services by EF staff
• Eligibility for discounts on other EF programs
Not Included in the Program Price
• Rooming supplement (if applicable)
• Optional excursions (except where indicated)
• Global Travel Protection plan or Global Travel Protection Plus plan (except where indicated). Global Travel Protection can be included at the Group Leader or district's discretion.
• Beverages and lunches (except where indicated)
• Transportation to free-time activities
• Customary gratuities (for the Tour Director, bus drivers, and local guides)
• Porterage – Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
• Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see Booking Conditions for details)
• Passport, visa, and reciprocity fees or any other fees associated with entry to a specific destination

Additional payment options included in bid.

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0086-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Central Florida Student Tours dba Educational Tours (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:

Tour Operation Services, SDMC No. 24-0086-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from December 12, 2023 through December 11, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related

to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District,

its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for

any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new

employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1692727

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state

or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Educational Tours, 1123 Sterling Rd, Inverness, FL 34450
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the

subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. “Firearm” has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor’s employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District’s Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME: Central Florida Student Tours, Inc. dba Educational Tours	ADDRESS: 1123 Sterling Rd Inverness, FL 34450
PHONE 800-343-9003	EMAIL bradlattin@myedtours.com
TYPE OR PRINT NAME Brad Lattin	TITLE Vice President/Co-Owner
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Brad lattin Digitally signed by Brad lattin DN: cn=Brad lattin, o, ou, email=bradlattin@myedtours.com, c=US Date: 2023.11.07 12:53:13 -05'00'	11/07/2023		
Contractor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/20/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

<table>
<tr><td>SUBMIT TO:
All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

INVITATION TO BID
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: September 29, 2023</td></tr>
<tr><td>CONTACT PERSON:
Kimberlie Dufon</td><td colspan="2" rowspan="3"></td></tr>
<tr><td>Telephone #: 941-708-8770 Ext. 41204</td></tr>
<tr><td>Email address:
dufonk@manateeschools.net</td></tr>
<tr><td>TITLE:
Tour Operation Services</td><td>NUMBER:
24-0086-KD</td><td>SUBMITTAL DEADLINE:
October 30, 2023 @ 3:00P.M.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: N/A</td><td>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="3">REQUEST FOR INFORMATION DEADLINE: October 13, 2023</td></tr>
<tr><td colspan="3">This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td rowspan="2">LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):</td></tr>
<tr><td colspan="2">CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td>MAILING ADDRESS:</td><td colspan="2" rowspan="6">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
<tr><td>CITY – STATE – ZIP:</td></tr>
<tr><td>TELEPHONE NO:</td></tr>
<tr><td>FAX NO:</td></tr>
<tr><td>FEI/EIN Number:</td></tr>
</table>

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide tour operation services for day trips, overnight trips, and scheduling of field trips for students, staff, and chaperones on an as needed basis.

A tour operator is a company that offers complete travel packages (tickets and tour accommodations and other travel arrangements).

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, scheduling, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **December 12, 2023 through December 11, 2026**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Bids will be considered only from contractors who are normally engaged in the sale or distribution of products and services requested herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the School District of Manatee County (SDMC).

Students/groups may be traveling for educational, athletic, or recreational purposes. The age range of each group dictates everything from the type of attractions to visit to the security and room arrangements at the hotel. Staff may be traveling for conferences or training.

Tour operators will only use charter buses for in state transportation which have been awarded on the School District of Manatee County's charter bus services listing, unless otherwise approved. A list of approved charter bus companies will be provided to all approved travel agencies and tour operators.
If your operation offers bus services, the contractor shall adhere to the District's specifications for such travel.

Destination trips which require charter buses must submit a certificate of insurance (COI) that meet the minimum requirements and shall be approved by Purchasing Department prior to out of state trips.

It will be the responsibility of each qualified tour operator to verify COI has been updated by the insurance agent by the expiration date.

Experience:
Each bidder submitting certifies that they possess the required certificates to perform these services. Bidder shall have performed services similar in scope to this contract and shall have a minimum of three (3) years' experience and should provide proof along with the bid. The Bidder must provide proof that it is in possession of and is current with all applicable business/occupational licenses, business taxes, and able to obtain all applicable permits, whether municipal, county, state, or federally, required for provision of the awarded supplier's obligations and functions hereunder. Failure to provide the necessary licenses or qualifications may be cause for rejection of the bidder's response or termination of the awarded contract.

All tour operators must comply with The 2023 Florida Statutes, Chapter 559.928, Sellers of Travel and Florida Administrative Code, Sellers of Travel, Chapter 5J-9. **Proposers must provide a current copy of this certificate(s), license(s) or letter of exemption. All approved vendors must keep their certification up-to-date during the term of the contract.**

All trip charges, labor, mileage, vehicle charges, travel, fuel, and travel times are to be included in the bid pricing unless otherwise approved in writing by the Purchasing Department. All vehicle and/or equipment type items required by the contractor to complete the job shall be the responsibility of the contractor.

Services listed below may not pertain to all companies providing a response, however potential services may include, but are not limited to the following:

a. Provide the most cost effective travel accommodations for SDMC organized school groups and individual employees as they travel on prescribed group travels or individual official business. Companion tickets, if desired, shall be paid directly by the employee, but should be offered as part of the package.
b. Provide educational enriched tours and field trips for students of SDMC.
c. Provide service compatible with SDMC working hours, 8:00am to 4:30pm, Monday through Friday and have a personal travel service point of contact available nights, weekends and holidays. Customer service representative should be available through a 1-800 or similar phone line. Provide phone number or answering service number with proposal. No answering machines allowed during travel periods.
d. Provide group travel wholesale/discounted rates and planning may include such services as follows (but not limited to):

- Local, regional, national, and international travel/tours by airlines, cruises, trains, and buses.
- Lodging (Motel/Hotel)
- Instructional bookings (i.e., zoos, museums, galleries, etc.)
- Travel guide or tour expert services (day, overnight and weekend trips with transportation)
- Food coordination
- Rental vehicle/bus transportation

e. If the trip requires air transportation, provide transportation reservation, issuance of E-ticket(s) where possible, and advance seat assignments; such tickets to be issued to or by applicable participant(s), c/o the name of the person using the tickets; and reservations for rental of passenger vehicle(s) for use in the travel area. Additional fees for early boarding, seat assignment and additional baggage are not permitted.

f. For trips within the State of Florida, the contractor may only use charter buses which have been awarded on the School District of Manatee County's charter bus services listing, unless otherwise approved. A list of approved charter bus companies will be provided to all approved tour operators. If your operation offers bus services, the contractor shall adhere to the District's specifications for such travel. For trips where the destination is out of the State of Florida (i.e. trip is flown by air) and further transportation is needed by bus or van, the transportation company must meet the District's requirements for such travel.

g. Analyze each request to utilize the best value fare regardless of conditions such as advance booking, non-refund ability, or travel on weekends and considering lodging and/or transportation. Additional consideration shall be given not only to the costs of travel but also the efficiency of the travel route for best use of the traveler's time. Same day response time for related travel services may be required.

h. When requested, approved contractors shall arrange group/individual hotel accommodations taking full advantage of any and all governmental or corporate discounts rates available. If a specific hotel is not requested, the approved vendor shall select a hotel within a reasonable distance to or from the place of business.

i. In no event shall the prices offered be in excess of the approved vendor's written quotation and validation date. Compensation shall be based upon the cost of the travel.

j. If your company will be transporting students/staff, auto liability insurance shall be required in accordance with the District's current insurance requirements.

Contractor's Services:
Contractor should submit a list of services they provide and a list of services that are unable to be provided (i.e. educational tours, transportation, etc.) with their bid response. The contractor may provide a revised list of services throughout the contract period if additional services are available or services are removed.

Use of Subcontractors:
The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the SDMC Purchasing Department or designee.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs and services are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

Fleet List:
Contractors that will be providing transportation of students/staff, must provide fleet list and your company will be required to submit certificate of insurance (COI) in accordance with the District's requirements. If your company will not be transporting students/staff, provide a letter stating you will not be transporting students/staff under this contract.

Cancellation Policy:
There will be times when a trip must be cancelled due to unforeseen circumstances. Contractors will do everything in their power to maximize the amount of refund back to the district. The trip cancellation policy and refund details must maximize the amount of refund back to the district for advanced payments. Contractor is to provide their cancellation policy with their bid response and it is to be included on every quote provided for services.

Procedures:

a. Tour operators shall not offer any gratuities, favors or anything of monetary value to **any school district employee** at any time.
b. Tour operators shall be responsible for handling all trip procedures, arrangements, and shall handle and resolve any complaints.
c. School or Department will prepare an itinerary and fax or email the itinerary to the tour operators.
d. Tour operators will be requested to submit a written quotation to schools or departments in response to their request to travel. Tour operators are not to book travel assignments unless authorization is given by the school or department through a purchase order number or in writing by the Purchasing Department. If a contractor places the confirmation before prior authorization is given, the contractor shall take full responsibility for the cost of the trip if the trip is not taken.
e. Florida law states that schools should not be paying for services in advance of receiving the service; however, if the quotation or contract indicates a deposit is required, then the district may review before proceeding. Billing can be on an as needed basis to cover purchases being made by tour operators (i.e. billing to cover the cost of purchasing tickets). When advanced payments are requested provide confirmation number(s). Clearly list on all quotes agencies trip cancellation penalty, and refund policy for advance payment. Failure of the awardee to fully list cancellation penalty shall result in full refund to district.
f. Schools/Departments requiring the use of wheelchair accessible transportation may be requested.
g. All approved vendors must keep their travel certifications up-to-date during the term of this contract. Failure to maintain current certifications will result in default of contract.

On all trips, the contractor must plot the trip from the school to the destination point(s) and develop clear and precise directions/route itineraries for each driver in usable form and must provide at least one copy for the requesting school/department.

Vehicles must arrive at the school a minimum of 30 minutes prior to scheduled departure, unless otherwise specified.

An adequate number of spare vehicles must be maintained to ensure continuity of service in the event of breakdowns or mechanical failure. In the event of any incident of mechanical breakdown of the bus or a traffic accident, the driver(s) is to immediately contact the school principal and/or designee.

Bus/Vehicle Requirements:
Vehicles used for transportation may not be manufactured prior to 2000. Vehicle fleet lists (to include vehicle VIN #, age, style #, and model #, capacity, and last annual DOT inspection report) for each vehicle shall be submitted with the bid response. As fleet changes occur, current documentation shall be provided for each vehicle. All vehicles used in the execution of this contract must be routinely inspected and properly maintained in accordance with the manufacturer's suggested standards and state and federal regulations. Maintenance records shall be maintained by the Contractor and be available for audit upon request. Prior to leaving the depot, the vehicle must be thoroughly checked to ensure that air conditioning and other comfort

items are in proper working order and that there are not deficiencies that would compromise safety or reliability. All vehicles must meet or exceed all applicable Federal and State of Florida Motor Vehicle Safety Standards and The Florida Department of Education Standards for student transportation. The Contractor shall possess all necessary and applicable licenses, permits and authority as may be required by federal, state or local laws for the operation of the business and its vehicles. All vehicles must be clearly identified with the company name and vehicle number; they must be clean, both inside and outside, have a full tank of fuel upon arrival at the school site and be cellular telephone or two-way radio equipped. If furnished vehicles have restrooms, they shall be thoroughly cleaned and sanitized prior to pick up.

Drivers:

Drivers must be clean, neatly attired, conduct themselves in a professional manner, carry proper identification, and a company or personal credit card (or cash) adequate to refuel or make necessary emergency repairs. Under no circumstances will a school, student, or staff member advance funds during a scheduled trip. In addition, drivers must be qualified, licensed and possess good, clean driving records as verified by a license check. License checks must be verified every six months. Contractors must not use drivers with a revoked license. Contractors must ensure that each driver is adequately trained before transporting students and that driver operate the buses in a careful and prudent manner, exercising at all times the highest degree of care, observing and complying with all rules of the road and traffic regulations. In addition, Contractors must ensure that all drivers are in compliance with the Omnibus Transportation Act of 1991. By submittal of this proposal the Contractor certifies that all drivers, who may be assigned under this contract, have not been convicted of a felony, a misdemeanor involving (1) sexual assault, (2) obscenity and related offenses, (3) drugs, (4) moral turpitude, (5) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and (6) are not listed in any sexual offender registry. By submittal of this proposal the Contractor certifies that all drivers, who may be assigned to work under this contract, have not been, within the last (3) three years, convicted of a charge of driving under the influence of intoxicating liquors or drugs, convicted of a felony, or assigned to any alcohol safety action program or driver alcohol rehabilitation program or, within the preceding twelve (12) months, have not been convicted of two or more moving traffic violations or have not been required to attend a driver improvement clinic by the Commissioner of the Department of Motor Vehicles.

Liability of Contractor:

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SDMC and its officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SDMC, or to bind the SDMC to any contract or in any other manner.

Trip Delays:

Should a trip be late due to poor Contractor scheduling or interrupted due to mechanical or fuel problems, or any other reason for which the Contractor is responsible which causes 25% or more of the scheduled event to be missed, the Contractor will refund 100% of the charter fee. In addition to the charter fee, if 50% or more of the scheduled event is missed due to the above named deficiencies, the Contractor will be held liable for 100% of the event admission fees, registration fees, etc.

For athletic events, should a trip be late due to poor Contractor scheduling or interrupted due to mechanical or fuel problems, or for any other reason for which the Contractor is responsible which causes late arrival to the scheduled event, the Contractor will refund 100% of the charter fee. In addition to the charter fee, if 50%

or more of the scheduled event is missed due to the above mentioned deficiencies, the Contractor will be held liable for an additional 50% refund for the charter fee or $500.00, which ever is greater to SDMC.

In the event that extra food or lodging is necessary due to breakdowns or mechanical problems, or due to inability of the Contractor to perform this service, the Contractor will be liable for any and all costs associated with these extra accommodations for students and staff.

The above language prevails for disputes occurring as a result of default of the terms of these specifications. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the District for a period of not less than one (1) year. Thereafter, the contractor may request to be reinstated.

FLORIDA STATUTES 1006.25 & 1012.45

1006.25 School buses. --School buses shall be defined and meet specifications as follows:

(1) DEFINITION. --For the purpose of this part, a "school bus" is a motor vehicle regularly used for the transportation of prekindergarten disability program and kindergarten through grade 12 students of the public schools to and from school or to and from school activities, and owned, operated, rented, contracted, or leased by any district school board, except: (a) Passenger cars, multipurpose passenger vehicles, and trucks as defined in 49 C.F.R. part 571. (b) Motor vehicles subject to, and meeting all requirements of, the United States Department of Transportation, Federal Motor Carrier Safety Regulations under Title 49, Code of Federal Regulations and operated by carriers operating under the jurisdiction of these regulations but not used exclusively for the transportation of public school students.

(2) SPECIFICATIONS. --Each school bus as defined in 49 C.F.R. part 571, and subsection (1) that is rented, leased, purchased, or contracted for must meet the applicable federal motor vehicle safety standards and other specifications as prescribed by rules of the State Board of Education.

(3) STANDARDS FOR LEASED VEHICLES. --A motor vehicle owned and operated by a county or municipal transit authority that is leased by the district school board for transportation of public school students must meet such standards as the State Board of Education establishes by rule. A school bus authorized by a district school board to carry passengers other than school students must have the words "School Bus" and any other signs and insignia that mark or designate it as a school bus covered, removed, or otherwise concealed while such passengers are being transported.

(4) OCCUPANT PROTECTION SYSTEMS. --Students may be transported only in designated seating positions, except as provided in s. 1006.22(12), and must use the occupant crash protection system provided by the manufacturer, which system must comply with the requirements of 49 C.F.R. part 571 or with specifications of the State Board of Education.

1012.45 School bus drivers; requirements and duties—
(1) Each school bus driver must be of good moral character, of good vision and hearing, able-bodied, free from communicable disease, mentally alert, and sufficiently strong physically to handle the bus with ease, and he or she must possess other qualifications prescribed by the Commissioner of Education, including those qualifications described in 49 C.F.R. s. 391, relating to physical qualifications and examinations and 49 C.F.R. part 40 and part 382, relating to controlled substance and alcohol use and testing, and he or she must hold a valid commercial driver's license with a passenger endorsement.

(2) Each school bus driver has the authority and responsibility to control students during the time students are on the school bus pursuant to s.1006.10.

(3) The State Board of Education shall adopt rules outlining requirements that school bus drivers must meet before they are employed by district school boards.

(4) Each district school board may provide a school bus driver training program and may make this program available to private school bus drivers by contract.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

The bidder proposes and agrees to provide all labor, materials, supervision, equipment, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:		
1.	Percentage Markup of Cost of Services (may not exceed 15%)	% mark-up
2.	Use of Subcontractors. On occasion, it is recognized that subcontracted services may be necessary. To be used only with prior approval from the authorized representative. Subcontracted services are to be billed at net cost. A MAXIMUM OF 10% MARK-UP of cost will be allowed.	% mark-up

Additional items to be included with response:

- Cancelation Policy
- Sellers of Travel Certification
- Certificate of Liability Insurance
- List of Services Provided/Not Provided
- Vehicle Fleet List
- Contact information, including emergency/after hours

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

Emergency Contract Information:

Name _____

Contact Number _____

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

September 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 13, 2023	Questions/Clarifications due
October 18, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
October 30, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
November 2, 2023	If needed, evaluation of bids to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or About November 2, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 24-0086-KD Title: Tour Operation Services

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature:_____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default of any contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check our company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H
SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

Exhibit B

NOTICE OF INTENT TO AWARD

BID ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

CONTRACT PERIOD: DECEMBER 12, 2023 THROUGH DECEMBER 11, 2026

BOARD APPROVAL ON DECEMBER 12, 2023

Revised 11.07.2023

TABULATION OF BIDS ON TOUR OPERATION SERVICES, SDMC No. 24-0086-KD

Bids Due: 3:00 p.m., MONDAY, OCTOBER 30, 2023

Bidder's Name	1. Markup of Cost of Services (may not exceed 15%)		2. Use of Subcontractors (may not exceed 10% markup)	
	Percentage	Notes	Percentage	Notes
Central Florida Student Tours dba Educational Tours	15.00%	1	5.00%	1
EF Education First International AG (International Travel)	See Note	1,2	N/A	
EF Explore America, Inc. (Domestic Travel)	See Note	1,2	N/A	

NOTES:

1) See bid for cancellation information.

2)
EF incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable $95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by EF by at least 110 days prior to departure.

Included in Program Price:
• $95 non-refundable deposit
• Round-trip airfare
• Accommodations in hotels with private bathrooms
• A Tour Director available 24 hours a day from when the group arrives until they depart
• Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
• Sightseeing tours and excursions led by licensed local guides as specified
• Airport transfers and transportation between destination cities
• Transportation to all included activities
• Entrance fees and theater tickets as specified
• EF walking tours and Tour Director-led sightseeing as specified
• Cruises, trains, or ferries as specified
• Adult supplement (if applicable)
• 24-hour worldwide emergency service
• Support from EF representatives abroad
• EF backpack and luggage tag for each tour

All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The Non-Refundable $95 Deposit:
All travelers must pay the non-refundable, non-transferable $95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a $100 repeat traveler discount off of future tours. EF Explore America repeat travelers will receive a $50 repeat traveler discount off of future EF tours.

The $95 non-refundable deposit includes:
• EF's standard cancellation policy and Peace of Mind program as described
• Processing services by EF staff
• Eligibility for discounts on other EF programs
Not Included in the Program Price
• Rooming supplement (if applicable)
• Optional excursions (except where indicated)
• Global Travel Protection plan or Global Travel Protection Plus plan (except where indicated). Global Travel Protection can be included at the Group Leader or district's discretion.
• Beverages and lunches (except where indicated)
• Transportation to free-time activities
• Customary gratuities (for the Tour Director, bus drivers, and local guides)
• Porterage – Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
• Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see Booking Conditions for details)
• Passport, visa, and reciprocity fees or any other fees associated with entry to a specific destination

Additional payment options included in bid.

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Central Florida Student Tours, Inc. dba Edu

TELEPHONE NUMBER: 800-343-9003

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
Lattin, Brad (and other staff)	N/A *DOES NOT PROVIDE ONSITE SERVICES *	N/A *DOES NOT PROVIDE ONSITE SERVICES *

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.32

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Access control is a keyless entry that uses a pre-programmed card to send a unique electronically coded message to request a door to unlock. If the processor recognizes the request and the user is authorized to enter that door, then the door will unlock.

The District currently uses access control (card access) in facilities to enhance and ensure the safety and security of students and staff. Access control systems allow us to tailor and limit appropriate facility access levels for staff needs, provide audit trailing of entry, economically reduce the threat of lost or stolen keys, and provide an efficient, facility-wide method of immediately locking down a facility in an emergency.

The awarded contractor on this bid will be responsible for assisting with the new installations, maintenance, repair, and upgrading of existing access control (card access) systems.

The requested contract is for the period of January 1, 2024, through December 31, 2027. This bid is for a period of three years with the option to renew for two additional one-year periods.
Historical expenditures are as follows:

Fiscal Year 2023-2024: $280,667.29
Fiscal Year 2022-2023: $468,093.09
Fiscal Year 2021-2022: $400,568.92

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The bid is recommended for award to:
Commercial Fire & Communications, Clearwater, FL, Florida Document No. 685756
Additional suppliers may be added as needed throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the bid for access control systems- installation, maintenance and repair, SDMC No. 24-0091-MR, continued procurement, estimated in the amount of $500,000.00 per year. (Local Capital Improvements)

Financial Impact
The funding source for this annually estimated expenditure is Local Capital Improvements and is included in the Maintenance, Operations & Central Distribution Warehouse Department budget for 2023-2024.

Contact
Submitting Department: Maintenance, Operations & Central Distribution Warehouse
Initiated By: Todd Henson

Attachments:
24-0091-MR ACCESS CONTROL SYSTEMS

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0091-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Commercial Fire & Communications (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:

ACCESS CONTROL SYSTEMS-INSTALLATION, MAINTENANCE AND REPAIR, SDMC No. 24-0091-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2027. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are

present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

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

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If

the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or

after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment

eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1146066

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services

to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Commercial Fire & Communications 16333 Bay Vista Drive Clearwater, FL 33760 Michael Mariani
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS*: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Commercial Fire & Communications CONTRACTOR/COMPANY NAME	16333 Bay Vista Drive Clearwater, FL 33760 ADDRESS
PHONE 727-530-4521	EMAIL michaelm@cfcsystems.com
TYPE OR PRINT NAME	TITLE President
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 ext 41129	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAME Melody Ryan	TITLE Capital Buyer

SIGNATURES:

Contractor	11/8/23 Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/9/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: Melody Ryan Telephone #: 941-708-8770 ext. 41129 Email address: ryan@manateeschools.net	**DATE ISSUED: August 29, 2023**	
TITLE: ACCESS CONTROL SYSTEMS- INSTALLATION, MAINTENANCE AND REPAIR	**NUMBER: 24-0091-MR**	**SUBMITTAL DEADLINE: November 1, 2023**
PRE-PROPOSAL CONFERENCE – N/A **LOCATION: N/A**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 11, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Copy of current State of Florida Contractor License, if applicable.
- ☐ Contractor define process and requirements for quoting of jobs.

SECTION 1. SCOPE

The School District of Manatee County intends to secure successful bidders to maintain, repair and expand access control systems already in use in district facilities, as well as install access control systems in additional facilities as needed by Maintenance and Operations Department. Successful bidders will offer Indenticard products including additional client software licensing, software upgrades, etc. Products shall be specified to integrate with existing software Indentipass Plus and Premisys systems in use in the district.

Pricing shall be percentage mark up on Indenticard Access Control system accessories and consumables as well as hourly installation and repair rates. Hourly rate is to include travel time and consumable supplies.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.

5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the

following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

The Contractor shall be responsible for furnishing all labor, materials, equipment, tools, supplies, travel, removal and disposal of equipment, fuel, and supervision required for, and pertinent to, the work to be done.

Contractor must define process and requirements for quoting of jobs.

CONTRACTOR QUALIFICATIONS:

Successful bidders shall have a minimum of 3 years' experience with installation, configuration, integration and maintenance of Indenticard Access Control products. Companies shall also be an authorized representative to sell, services and install Indenticard Access Control systems.

SERVICE REQUIREMENTS

The Contractor shall respond to request and provide written quotes or written estimate with in five (5) business days of request from SDMC authorized representative or Project Coordinator.

The Contractor shall respond within two (2) hours to emergency request by SDMC authorized representative or Project Coordinator.

The Contractor shall provide service in a timeline as agreed upon from receipt of purchase order.

LICENSES:

Where applicable, the Contractor(s) shall be licensed in the State of Florida. **A copy of current licensing must be submitted with the bid.**

BUILDING INSPECTION:

An SDMC representative shall review with the Contractor all work to be accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work.

Contractors are required to visit each building and facility before submitting a "not to exceed" price for the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the Contractor from the necessary furnishing of materials, or performing any of the work that may be required to carry out and/or complete the contract in accordance with the true intent and meaning of the bid documents.

Inspection arrangements shall be made through the authorized representative of the SDMC or the Project Manager requesting the pricing.

LABOR/PARTS AND MATERIAL:

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the SDMC.

Material mark-up: The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a **maximum of a 10% percent mark-up**. A mark-up on sales tax will not be allowed.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SDMC.

INSPECTION:

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Maintenance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES:

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Maintenance Department must be approved substitutes prior to ordering to determine if a substitute is acceptable.

ASBESTOS:

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SDMC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for

inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.

On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service, cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:

The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

STANDARD HOURS/NON-STANDARD HOURS:

All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

CONTRACT ESTIMATED VALUE:

Yearly estimated dollar amount for this bid is $200,000.0. No guarantee is given or implied as to the total quantity or dollar value of this bid.

SECTION 4. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of equipment from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.		
PROJECT: Provide roofing installation and repair services commercial, metal, and shingled on a time and materials basis for a period of three years		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	HOURLY RATE FOR NEW INSTALLATION, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	HOURLY RATE FOR NEW INSTALLATION, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	HOURLY RATE FOR REPAIRS, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	HOURLY RATE FOR REPAIRS, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
	INDENTICARD PRODUCTS "ONLY"	
a.	Premisys 2 Reader IP Controllers	_____ %
b.	Premisys 2 Reader Expansion Boards	_____ %
c.	Premisys Large Enclosure	_____ %

	PERIPHERAL PRODUCTS	
a.	HID Proximity Card Readers	_____ %
b.	HID Proximity Access Cards	_____ %
c.	EDCO Surge Protection Products	_____ %
d.	Altronix AL-400 ULX Power Supplies	_____ %
e.	Magnetic Locks (1200 LB.) specify manufacturers: _____ _____% _____ _____% _____ _____%	
f.	Electric Strike Specify Manufacturers: _____ _____% _____ _____% _____ _____%	
g.	Rex Devices (Motion Sensor) Specify Manufacturers _____ _____% _____ _____% _____ _____% %	
h.	Rex Devices (Push Button) Specify Manufacturers _____ _____% _____ _____% _____ _____%	
i.	MISCELLANEOUS CONSUMABLE SUPPIES (wire, conduit, connectors, etc.)	_____ %
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		

6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**
RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:
_____

_____

SECTION 5: CONTRACTORS RESPONSIBILITIES

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition. The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SDMC's property. **DO NOT USE SDMC TRASH RECEPTACLES.**

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 6. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;

b. Complete Business Address;
c. Name(s) and contact information of key personnel.

v. Separate and identify each part of the submission.

4. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    7.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.

7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:

9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 6. KEY EVENTS & DATES

KEY EVENTS & DATES

August 29, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 11, 2023	Questions/Clarifications due
October 13, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 1, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 7, 2023	The **evaluation meeting (if required)** will be held virtual via "Teams" scheduled for November 7. Additional information will be posted if an evaluation meeting is needed.
*On or About November 20, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

NOTICE OF INTENT TO AWARD

BID ON ACCESS CONTROL SYSTEMS-INSTALLATION, MAINTENANCE AND REPAIR, SDMC 24-0091-MR

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON ACCESS CONTROL SYSTEMS-INSTALLATION, MAINTENANCE AND REPAIR, SDMC 24-0091-MR

Bids Due: 3:00 p.m., Wednesday, November 1, 2023

Bidder's Name	1. Hourly Rate for New Installation, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Hourly Rate for New Installation, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after		3. Hourly Rate for Repairs, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Commercial Fire & Communication	**$98.00**		**$105.00**		**$98.00**	
Securt Holding LLC DBA CIA Access	$143.00		$286.00		$143.00	

	4. Hourly Rate for Repairs, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Commercial Fire & Communication	**$105.00**	
Securt Holding LLC DBA CIA Access	$286.00	

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP. INDENTICARD PRODUCTS "ONLY"					
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
	a. Premisys 2 Reader IP Controllers		b. Premisys 2 Reader Expansion Boards		c.Premisys Large Enclosure	
Commercial Fire & Communication	**10%**		**10%**		**10%**	
Securt Holding LLC DBA CIA Access	9%		9%		9%	

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP. PERIPHERAL PRODUCTS					
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
	a. HID Proximity Card Readers		b. HID Proximity Access Cards		c. EDCO Surge Protection Products	
Commercial Fire & Communication	**10%**		**10%**		**10%**	
Securt Holding LLC DBA CIA Access	9%		9%		9%	

TABULATION OF BIDS ON ACCESS CONTROL SYSTEMS-INSTALLATION, MAINTENANCE AND REPAIR, SDMC 24-0091-MR

Bids Due: 3:00 p.m., Wednesday, November 1, 2023

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP. PERIPHERAL PRODUCTS					
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
	d. Altronix AL-400 ULX Power Supplies		e. Magnetic Locks (1200 LB.)		f. Electric Strike	
Commercial Fire & Communication	**10%**		**10%**	**(1)**	**10%**	**(2)**
Securt Holding LLC DBA CIA Access	9%		9%	(5)	9%	(6)

Bidder's Name	5. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP. PERIPHERAL PRODUCTS					
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
	g. Rex Devices (Motion Sensor)		h. Rex Devices (Push Button)		i. Miscellaneous Consumable Supplies	
Commercial Fire & Communication	**10%**	**(3)**	**10%**	**(4)**	**10%**	
Securt Holding LLC DBA CIA Access	9%	(7)	9%	(8)	9%	

Bidder's Name	6. Subcontracted Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes
Commercial Fire & Communication	**10%**		**10%**	
Securt Holding LLC DBA CIA Access	9%		9%	

Notes:

1. Secuirty Door Control, Securition
2. AES, Von Duprin
3. Visonic
4. Securitron, Camden, Seco-Lam
5. Assa Abloy, Scuritron
6. Hess, Assa Abloy
7. Securitron, Seco-Larm
8. Securitron, Assa Abloy

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Commercial Fire and Communications

TELEPHONE NUMBER: 727-530-4521

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
Lundin, Joseph	10-12-27	
Stevens, Tom	10-17-27	
Owens, Johnny	10-22-27	
Peters, Robert	5-11-28	
Jones, Julian	3-28-28	
Rubero, Juan	10-14-27	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.33

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
This proposal will be utilized for bird netting to exclude and/or deter birds away from buildings throughout the District as needed.

The requested contract is for the period of January 1, 2024, through December 31, 2027. This bid is for a period of three years with the option to renew for two additional one-year periods.
Historical expenditures are as follows:

Fiscal Year 2023-2024: $57,151.57
Fiscal Year 2022-2023: $71,547.20
Fiscal Year 2021-2022: $16,513.11

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The bid is recommended for award to:
Rodent Solutions Inc. DBA Bird Solutions, Bradenton, FL, Florida Document No. P12000040226. Additional suppliers may be added as needed throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

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

Financial Impact
The funding source for this annually estimated expenditure is local capital improvement. This expenditure is included in the Maintenance, Operations & Central Distribution approved budget for 2023/2024.

Contact
Submitting Department: Maintenance, Operations & Central Distribution Warehouse
Initiated By: Todd Henson

Attachments:

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0092-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Rodent Solutions Inc. DBA Bird Solutions 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:

BIRD CONTROL SERVICES **SDMC No.** 24-0092-MR

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2027. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT:** The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are

present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

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

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If

the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or

after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment

eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1746432

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services

to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Rodent Solutions Inc. DBA Bird Solutions 11523 Palm Brush Trail #191 Bradenton, FL 34202
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall

terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES*: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
Rodent Solutions Inc. DBA Bird Solutions CONTRACTOR/COMPANY NAME	11523 Palm brush Trail # 191 Bradenton, FL 34202 ADDRESS
PHONE 941-900-8393	EMAIL birdsolutionsinc@gmail.com
TYPE OR PRINT NAME James Knight	TITLE Owner
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770	EMAIL ryan@manateeschools.net
TYPE OR PRINT NAMEMelody Ryan	TITLE Capital Buyer

SIGNATURES:

Contractor	11/9/23 Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Pamela D'Agostino	11/9/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $50,000)	Date

EXHIBIT A

SUBMIT TO: All Proposals must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***REQUEST FOR PROPOSAL*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205 **DATE ISSUED: October 3, 2023**	
CONTACT PERSON: Melody Ryan Telephone #: 941.708.8770 ext 41129 Email address: ryan@manateeschools.net		
TITLE: Bird Control Services	**NUMBER: 24-0092-MR**	**SUBMITTAL DEADLINE: November 6, 2023**
PRE-PROPOSAL CONFERENCE : N/A **LOCATION:** Not applicable		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 17, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Request for Proposal ("RFP"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

PROPOSAL SUBMITTAL CHECKLIST

It is the sole responsibility of each Proposer to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Proposal Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ References
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of providers for bird control services for the School District of Manatee County. Bird netting is needed to exclude and deter birds away from facilities throughout the district.

Specifications and the quality standards of service set forth in this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

CONTRACT ESTIMATED VALUE

It is anticipated that the total dollar amount the district could expend, as a result of any contract award, is estimated at approximately $100,000.00 per total per year, excluding renewal options. This is only an estimate and actual volume could vary up or down. The District will not be held responsible if actual purchases are less than this amount.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of three (3) year(s) from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2027**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.
(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.
(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

SECTION 3. SPECIFICATIONS

The Contractor shall furnish all labor, supervision, equipment, fuel, tools, travel, and materials as necessary to perform work as needed at SDMC locations throughout the Manatee County.

All materials to be utilized shall conform to standards of the trade, manufacturers recommendations, and be acceptable to the SDMC.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

LABOR/PARTS AND MATERIAL:
MARK-UP FOR REPAIRS

Labor hourly rates will commence and end at the SDMC locations or specified job site as needed. Cost of transportation of workers to this point is the responsibility of the Contractor and should be included in the hourly rates.

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC.

The cost of materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 10% percent mark-up. A mark-up on sales tax will not be allowed. The Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice shall be submitted upon request from SDMC.

Minor consumables will be included in hourly rates: Contractor shall be responsible for minor consumable items such as tape (all types) , cable ties, staples, assorted nails, fasteners, screws and bolts, caulk, glues, lubricants, cleaners, rags, wire nuts, wire, rope, tarps etc. SDMC shall not provide separate payment for these items. The cost for these items must be included in hourly rates.

Product Requirements and Specifications:

Preferred material U.V. stabilized knotted polyethylene net. Flame resistant (270 F melting point). Rot-proof, non-conductive and stable in subzero temperatures. Mesh size will be based on job.

Preferred construction: 12/6 comprised of 6 monofilaments, each 12/1000" thick with U.V. stabilizers added. Monofilaments are twisted together to produce a strong twine with 160-200 per meter.

Preferred Break Strength: ISO 1806 protocol mesh tested in excess of 40 lbs. Proof of Test Certification required.

All metal hardware or products are galvanized or stainless steel.

Mounting Systems:

Solid Steel**:** For corner attachments use eye bolts with lock nuts and multipurpose cable brackets with powder actuated fire-in pins for intermediate attachments.

Steel I-Beams: For corner attachments, use eye bolts with lock nuts. For intermediate attachments, use the appropriate size girder clips.

Sheet Metal: Use multipurpose cable brackets with self-tapping screws for both corner and intermediate attachments.

Brick, Concrete and Stone: For corner attachments, use expanding corner net bolts. For intermediate attachments, use one of the following attachments: open or closed net loop, net spike, split pin with anchor rivet or multipurpose cable bracket.

INSTALLATION EXAMINATION REQUIREMENTS AND SPECIFICATIONS:

Examine the installation area and note any detrimental or hazardous work conditions. Notify contracting officer or inspector of the detrimental work conditions. Do not proceed with installation until conditions are corrected.

Surface Preparation: Surface should be thoroughly cleaned and free of bird droppings, nesting materials, rust peeling paint or other debris.

Remove or repair articles that may damage after installation, including overhanging foliage, brush and loose parts on the structure.

Apply approved and labeled pesticide to prevent the spread of insects associated with bird infestations, when necessary.

Install as recommended by the manufacturer. The specified product shall fit the area to be protected perfectly so pest birds cannot enter the protected area, and so the netting blends with the architecture.

The correct mesh sizes shall be specified to ensure exclusion of the correct pest bird.
The product shall be installed tightly and securely to ensure a long-lasting installation that is visually hard to see.

Visually inspect for any signs of poor installation, including loose screws, fasteners or un-removed debris. Immediately correct and repair as necessary.

RENTAL EQUIPMENT:

On occasion, the use of special rental equipment may be required. This is for equipment that is used on occasion, not in the regular course of plumbing services. The cost of special rental equipment will be allowed based on the Contractor's cost from the rental facility plus the bid percent mark-up. Indicate this percent mark-up on the bid form. **A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed**. Rental is for active use. Payment for inactive use will not be allowed. Approval from the Maintenance and Operations representative is required prior to the use of this equipment. The Contractor's invoices will clearly show the description of rental equipment used, number of hours or days of active use, cost, and percent mark-up cost. A copy of the rental equipment invoice will be submitted with the Contractor's invoice.

USE OF SUBCONTRACTORS:

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by the Maintenance and Operations representative.
On occasion, the use of subcontracted services may be required. This is for service that is needed on occasion, not in the regular course of services. Subcontracted services for repairs, installations, and emergency services only when approved and are to be billed at net cost. A maximum of 10% mark-up will be allowed. A mark-up on sales tax will not be allowed. The Contractor's invoices will clearly show the description of the subcontracted service,

cost, and percent mark-up cost. A copy of the Subcontractor's invoice will be submitted with the Contractor's invoice.

DESIGN STANDARDS & SPECIFICATION GUIDELINES:
The District's current Design Standards & Specification Guidelines may be found at: https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf. Awarded companies will be required to follow these guidelines, if applicable.

LOCATION:
School addresses can be located on the purchasing website: **www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf**

STANDARD HOURS/NON-STANDARD HOURS:
All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization by Building Manager. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SDMC.

WARRANTY:
All installations of structural bid netting shall have a two (2) year warranty on materials, workmanship and effectiveness of bid exclusion.

Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.

Contractor(s) agrees to repair and return equipment within 2 Business Days from receipt of request or provide a temporary replacement.

SUPERVISION AND INSPECTION:
The SDMC will inspect all sites to insure the schedules and work performance are in accordance with the contract. The Contractor assumes full responsibility for completion of the services.

SECTION 4. PROPOSER INSTRUCTIONS

SUBMITTAL REQUIREMENTS:

In response to this Solicitation, the Respondent should submit one (1) original electronic Format on Vendorlink @ myvendorlink.com. Respondents should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Digital signature or a scanned copy of a wet signature is acceptable. Please do not password-protect electronic documents.

The Proposal shall be written in enough detail to permit SDMC to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

REQUIRED INFORMATION:

The below sections are Mandatory. SDMC may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. **Proposals shall be tabbed/organized as follows and include the information/documents specified in the applicable tab/section dividers**. Proposals that do not adhere to the following format may be considered incomplete and therefore unresponsive:

a. Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company, its capabilities, number of years of experience, summarize the qualifications of the Proposer, brands of equipment authorized to sell and service and staff resumes.

b. License(s) (if applicable)

Include copies of all license(s) in which the Proposer has been issued.

c. References

Include a minimum of 3 reference letters pertaining to services of this request for proposal.

d. Price Proposal

This price includes all services listed in the scope of services. Manufactures specification.

e. Required Forms

- Invitation to Proposal Form
- Pricing, Delivery and Warranty Submittal
- References
- No Bid Response Submittal Form OR Bidder Acknowledgement
- Bidder's Experience and Qualifications
- Bidder's Statement of Principal Place of Business
- Bidder's Statement of Financial Qualification
- Drug-free Workplace Certification
- Debarment and Suspension Certification

- Scrutinized Company Certification
- Byrd Anti-Lobbying Amendment
- Anti-Discrimination Amendment
- Employment Eligibility Verification *("E-VERIFY")*

SECTION 5. EVALUATION AND SELECTION PROCESS

The evaluation shall be conducted in a multi-tiered approach.

EVALUATION STEPS

STEP 1: Responsiveness, Responsibility, Minimum Qualifications

SDMC Purchasing shall first review submittals for initial decisions on responsiveness and responsibility, then whether vendor meets minimum qualifications. Those found responsive, responsible and who meet the minimum qualifications listed shall move forward to committee Evaluation.

STEP 2: Proposal Evaluation

The Committee will evaluate proposals that successfully pass through Step 1. The committee will evaluate vendors based on the executive summary, references, proposal price. Proposals will be evaluated and ranked.

Step 2 Scoring

Proposal Scoring	Total Possible Points
EXECUTIVE SUMMARY	50
REFERENCES	10
Pricing	40
Grand Total	100

STEP 3: NEGOTIATIONS

The committee will select one and negotiate a contract using one of the methods outlined in f.s. 218.391(4).

If SDMC and the Respondent(s) cannot reach agreement on a contract, SDMC reserves the right to terminate negotiations and may begin negotiations with the next highest-ranked Respondent(s). This process may continue until a contract acceptable to SDMC has been

executed. No Respondent shall have any rights against SDMC arising from such negotiations or termination thereof.

STEP 4: CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the School Board of Manatee County for approval. The intent to award will be posted at www.myvendorlink.com. The contract award, if any, shall be made to the Respondent whose Proposal shall be deemed by the committee to be in the best interest of SDMC. Notwithstanding the rights of protest listed herein.

SECTION 6. PRICING AND WARRANTY:

The bidder proposes and agrees to provide all materials, labor, supervision, equipment, tools, travel, fuel, removal and disposal of equipment from SDMC property, etc., to perform the work required in accordance with the bid documents for the following price: Please use this bid form.		
PROJECT: Provide bird netting for bid control services on a time and materials basis for a period of three years.		
ITEM NUMBER	DESCRIPTION	HOURLY RATE
1.	HOURLY RATE FOR NEW INSTALLATION, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
2.	HOURLY RATE FOR NEW INSTALLATION, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
3.	HOURLY RATE FOR REPAIRS, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.); hourly rate, including overhead and profit.	$
4.	HOURLY RATE FOR REPAIRS, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after5:00 p.m., and Saturday and Sunday); hourly rate, including overhead and profit.	$
	MATERIALS	MARK UP
5.	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC for materials. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted). Freight shall be billed at actual cost with no additional mark up.	_____ % **Maximum 10% markup**
	SUBCONTRACTED SERVICES	MARK UP
On occasion, it is recognized that subcontracted services may be necessary, including the use of dumpster or other debris removal services. This category is for services used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative.		
6	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services	_____ %

	will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized subcontracted services invoice from the Subcontractor must be included with all billings to the SDMC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	**Maximum 10% markup**
RENTAL OF EQUIPMENT		MARK UP
On occasion, it is recognized that rental of equipment may be necessary. This category is for special rental equipment that is used on occasion, not in the regular course of roofing installation and repair services and only used with prior written approval from the Maintenance representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
7.	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized rental invoice from the supplier must be included with all billings to the SDMC for rentals. Note: All invoices shall be billed on a cost-plus basis except during a declared disaster (no mark-up permitted).	_____ % **Maximum 10% markup**

ITEM NUMBER	DESCRIPTION	RATES

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 7: CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments. The invoice shall be submitted within ten (10) working days upon completion of the job.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on week-ends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

SECTION 8. INSTRUCTIONS TO PROPOSER'S

1. **Proposer's Submittal Instructions:** Proposer shall submit proposal Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Proposals Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Proposal Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Request for Proposal Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Proposer's Experience and Qualifications
    iv) Proposer's Statement of Principal Place of Business
    v) Proposer's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **Electronic Submission**: Proposer shall submit Proposal Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the RFP Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Request for Proposal Cover Sheet on Proposer's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.

4. **Withdrawal:** Proposer may withdraw, alter, and resubmit Proposal Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Proposal Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
5. **Signature:** All Proposals Submittals must be signed by an officer or employee having authority to legally bind Proposer. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Proposer's proposal. Proposer's should become familiar with any local conditions which may, in any manner, affect the product or service required. Proposer's are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.
6. **Florida Department of State, Division of Corporations Registration Requirements:** Proposer's that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Proposer's must have an active status in order to be eligible to do business with the School District of Manatee County. Proposer's doing business under a fictitious name must submit the Proposal Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
7. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Proposer's business operations and employees if they are under Contract with the School District of Manatee County.
    - 7.1. The Awarded Proposer and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 7.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 7.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

8. **Insurance Capacity Verification:** Awarded Proposer's shall provide proof of insurance prior to

execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Proposer's insurance or a release or waiver of Awarded Proposer's obligation to provide insurance required by this Contract. Awarded Proposer agrees to the following as it relates to all above required insurance:

8.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

8.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

8.3 Awarded Proposer shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Proposer received from its insurer on above required insurance.

8.4 Awarded Proposer shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

8.5 To the extent permitted by law, Awarded Proposer's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

8.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 9. KEY EVENTS & DATES

KEY EVENTS & DATES

October 3, 2023	Request for Proposal notice e-mailed to prospective Proposer's via VendorLink & bidding documents posted on the VendorLink website.
October 17, 2023	Questions/Clarifications due. Question shall be submitted electronically through VendorLink at www.myvendorlink.com. Only questions submitted electronically will be included in an addendum.
October 19, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 6, 2023	Proposals due @ 3 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
* November 9, 2023	Evaluation of proposals and make selection of contractor(s). Evaluation meeting will be virtual via "Teams" Scheduled for November 9, 2023 at 10:00a.m. The meeting is open remotely to the public to follow along. To attend the meeting, by phone by phone: 1-407-502-8485, Conference ID: 263 157 155 215 #.
*On or About November 20, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
* December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON BIRD CONTROL SERVICES, SDMC 24-0092-MR

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

FOR BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON BIRD CONTROL SERVICES, SDMC 24-0091-MR

Bids Due: 3:00 p.m., Monday, November 6, 2023

PROPOSERS	1. Hourly Rate for New Installation, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)		2. Hourly Rate for New Installation, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after		3. Hourly Rate for Repairs, standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.)	
	Hourly Rate	Notes	Hourly Rate	Notes	Hourly Rate	Notes
Rodent Solutions Inc. DBA Bird Solutions	**$230.00**		**$230.00**		**$230.00**	

PROPOSERS	4. Hourly Rate for Repairs, non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday)	
	Hourly Rate	Notes
Rodent Solutions Inc. DBA Bird Solutions	**$230.00**	

Bidder's Name	5. Materials A MAXIMUM OF 10% MARK-UP		6. Subcontracted Services A MAXIMUM OF 10% MARK-UP		7. Rental of Equipment A MAXIMUM OF 10% MARK-UP	
	Mark Up %	Notes	Mark Up %	Notes	Mark Up %	Notes
Rodent Solutions Inc. DBA Bird Solutions	**5%**		**5%**		**5%**	

"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."

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Rodent Solutions Inc. DBA Bird Solutions

TELEPHONE NUMBER: 941-900-8393

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
Butera Nicholas	8/19/2025	
Knight James	8/20/2025	
Dennis Michael	8/19/2025	
Stell Dennis	8/19/2025	
Folds Dane	10/12/2026	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.34

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The District issued an invitation to bid for lighting supplies for the purchase of lamps/bulbs, lighting supplies, as well as the pick up and recycling of used lamps in the District. Schools and departments purchase these items to provide new and replacement lighting lamps/bulbs in and around District facilities and grounds. Due to current market conditions, the District awarded to all responsive and responsible suppliers.

This bid is recommended for award to:

- Electric Supply, Inc., Tampa, Florida, Florida Document No. L21000152764
- Light Bulb Depot of Tampa LLC, Sarasota, FL, Florida Document No. L09000061481
- Purple Energy LLC, New York, NY
- Synergy Lighting, Inc., Bradenton, Florida, Florida Document No. P10000000425
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of January 1, 2024 through December 31, 2024, with two additional one (1) year renewals through December 31, 2026.

Historical Expenditures are as follows:

- YTD 2023-2024 $36,954.37
- 2022-2023 $85,745.88
- 2021-2022 $56,848.41

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of the bid on Lighting Supplies, SDMC No. 24-0088-KD, estimated in the amount of $100,000.00 annually. (Multiple Funding Sources)

Financial Impact
The funding source for this annually estimated expenditure is General, and other District funds as needed and is included in the approved budgets for 2023-2024.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse Department
Initiated By: Todd Henson

Attachments:
240088t
24-0088-KD - ELECTRIC SUPPLY
24-0088-KD - LIGHT BULB DEPOT
24-0088-KD - PURPLE ENERGY
24-0088-KD - SYNERGY

NOTICE OF INTENT TO AWARD

BID ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 1. Fluorescent Lamp 32W 48" T8 FO32/841/ECO	ITEM 2. Fluorescent Lamp 34W T12 F34CWX/SS	ITEM 3. T12 Single Pin Fluorescent Lamp F96T12/CW	ITEM 4. 70 Watt Metal Halide Bulb MP70/U/MED/PS	ITEM 5. 250 Watt Metal Haile Bulb MH250/U
Electric Supply Inc.	**$1.95 Sylvania 21781**	**$2.17 Sylvania 24441**	**$5.95 Sylvania 29478**	**$9.73 Sylvania 64547**	**$9.73 Sylvania 64032**
Light Bulb Depot of Tampa LLC	**$2.69 Damar F32T8/ECO**	**$3.25 Philips F40T12/CWSUPREME /ALTO**	**$6.95 Philips F96T12CWSUPREME/ ALTO**	**$13.50 Damar MP70W/U/UVP/MED/ PS/4K**	**$15.00 Damar M250U/4K BT28**
Purple Energy LLC	**$2.39 Sunlite 30195-SU**	**$2.23 Sunlite 30031-SU**	**$8.96 Sylvania 29478-S**	**$10.64 Sunlite 03641-SU**	**$10.51 Sylvania 64032**
Synergy Lighting, Inc.	**$1.89 Sylvania F032/841/ECO**	**$1.89 Sylvania F34CWX/SS**	**$5.89 Sylvania F96T12/CW**	**$8.50 Sylvalia or Halco Mp70/U/MED/PS**	**$8.50 Sylvalia or Halco MH250/U**

BIDDERS	ITEM 6. 70 Watt Metal Halide Bulb MH400/U	ITEM 7. 175 Watt Metal Haile Bulb M175/U	ITEM 8. 26W 4100K Compact Fluorescent CF26DD/E/IN/841/ECO	ITEM 9. 32W 4100K Compact Fluorescent CF32DT/E/IN/841/ECO	ITEM 10. 42W 4100K Compact Fluorescent CF42DT/E/IN/841/ECO
Electric Supply Inc.	**$8.65 Sylvania 64036**	**$8.65 Sylvania 64030**	**$2.06 Sylvania 20669**	**$3.25 Sylvania 20886**	**$3.25 Sylvania 20890**
Light Bulb Depot of Tampa LLC	**$16.00 Damar M400U/46 CLEAR BT37**	**$15.00 Damar M175U/4K BT28 E39 BASE**	**$2.75 Damar F26DDTT/DE/841/G24 Q-3/ECO**	**$3.49 Damar CFM32W/GX24Q-3/841/ECO**	**$3.89 Damar CFM42W/GX24Q-4/841/ECO**
Purple Energy LLC	**$10.51 Sylvania 64036**	**$11.20 Sylvania 64030**	**$2.25 Sylvania 20669**	**$3.60 Sylvania 20886**	**$3.75 Sylvania 20890**
Synergy Lighting, Inc.	**$8.50 Sylvania or Halco MH400/U**	**$8.50 Sylvania or Halco MH175/U**	**$1.85 Sylvania or Halco CF26DD/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF32DT/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF42DT/E/IN/841/ECO**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 11. Additional Lamps Not Listed Percentage Markup	ITEM 12. Ballast Percentage Markup	ITEM 13. Lighting Supplies Percentage Markup
Electric Supply Inc.	**22.00%**	**22.00%**	**22.00%**
Light Bulb Depot of Tampa LLC	**25.00%**	**25.00%**	**25.00%**
Purple Energy LLC	**7.50%**	**7.50%**	**7.50%**
Synergy Lighting, Inc.	**7.00%**	**7.00%**	**7.00%**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	BULB RECYCLING COST				
	ITEM 14 Fluorescent Tube 4' of less	ITEM 15 Fluorescent Tube more than 4'	ITEM 16 Fluorescent U Bend Tube	ITEM 17 Compact Fluorescent Bulb	ITEM 18 Compact Fluorescent Bulb with Ballast
Electric Supply Inc.	**$0.46**	**$0.92**	**$0.46**	**$0.46**	**$0.46**
Light Bulb Depot of Tampa LLC	**$0.80**	**$1.38**	**$1.99**	**$2.00**	**$2.39**
Purple Energy LLC	**$2.87**	**$2.23**	**$3.06**	**$3.75**	**$2.25**
Synergy Lighting, Inc.	**$0.17**	**$0.32**	**$0.17**	**$0.17**	**$0.17**

BIDDERS	BULB RECYCLING COST			
	ITEM 19 Mercury Vapor, Metal Halide or High Pressure Sodium Bulbs	ITEM 20 HID Lamps	ITEM 21 Other Bulbs Not Listed	ITEM 22 Recyling Pick Up Fee, 1 Time Cost per Pickup, Per Site
Electric Supply Inc.	**$1.15**	**$1.15**	**N/A**	**$15.00**
Light Bulb Depot of Tampa LLC	**$2.65**	**$2.65**	**$7.95**	**$25.00**
Purple Energy LLC	**$3.36**	**$3.36**	**$0.50**	**N/A**
Synergy Lighting, Inc.	**$0.17**	**$0.40**	**$0.40**	**$0.00**

Notes:

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, SDMC No. 24-0088-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Electric Supply, 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:

Lighting Supplies, SDMC No. 24-0088-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 1759165

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Electric Supply, Attn: Brad Speer, 2090 Palmetto St, Clearwater, FL 33765
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this

Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME Electric Supply of Tampa LLC	ADDRESS 4407 North Manhattan Ave Tampa, FL 33614
PHONE 813-872-1894	EMAIL brad.speer@electricsupplyinc.com
TYPE OR PRINT NAME Brad Speer	TITLE Distribution Director
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Brad Speer Digitally signed by Brad Speer Date: 2023.11.17 10:55:44 -05'00'	11/17/23		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendend(nogreaterthan$49,999.99)	Date
Pamela D'Agostino	11/28/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email Address: dufonk@manateeschools.net	**DATE ISSUED: October 11, 2023**	
TITLE: Lighting Supplies	**NUMBER:** **24-0088-KD**	**SUBMITTAL DEADLINE:** **November 8, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 23, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide lighting supplies as well as pick up and recycling of used lamps.

Quantities and products will vary year to year.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of one (1) year from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2024**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Contractor's Responsibility:
Upon request, the awarded contractor(s) shall provide each site with a Buyer's Guide. A Buyer's Guide is a list of every lamp on site. A sample Buyer's Guide is provided within this bid. Upon completion of the Buyer's Guide at each site, a copy on a readable/writeable compact disc (CD-RW) using Microsoft Office Excel/Word and/or a hard copy of the spreadsheet shall be provided to the School/Site and Maintenance Department. This documentation will also need to be available as requested by the School District.

The awarded contractor shall provide procedures and ordering instructions for credit card purchases, at local stores, as well as internet purchases. Documentation will be requested within 10 days of award. Upon request by the Purchasing Department, the awarded contractor may be requested to have a website for online ordering.

Delivery time from receipt of order shall not exceed forty-eight (48) hours and shall be delivered directly to the ordering site. A receipt shall accompany all orders/deliveries and shall clearly reference the ordering site, name of the person placing the order, products ordered/received, and pricing.

The Florida Department of Environmental Protection requires that all Transporters, Transfer Facilities, For-Hire Handler Facilities and Reverse Distribution Program Sponsors annually register with the State of Florida under Rule 62-737.200(33) and 400(3), F.A.C. The awarded contractor shall be registered with The Florida Department of Environmental Protection and in compliant with Rule 62-737.200(33) and 400(3), F.A.C., to transport or handle mercury containing lamps and/or device.

www.dep.state.fl.us/waste/categories/mercury/pages/registration.htm

Submit with your bid, a copy of your registration from the Department of Environmental Protection stating your facility identification number and approval as a universal waste lamp and device transporters. Bids received without approved registration by The Florida Department of Environmental Protection may be considered nonresponsive.

The awarded contractor(s) shall be responsible for pickup and recycling of used lamps. Invoices for used lamp pickups shall be sent to the Maintenance Energy Department – 1 Matzke Way, Bradenton, FL 34208, quarterly unless otherwise requested. Invoice(s) shall be itemized by lamp type. It is the site responsibility to confirm what quantities are picked up for recycling. A sample lightbulb disposal voucher attached within this bid may be used at the discretion of the contractor/SDMC.

Pickups of used lamps may be requested without products being delivered.

Containers for Recycling are to be provided to at no charge to the District.

The awarded contractor(s) shall have a place to accommodate walk-in business within a twenty-five (25) mile radius of the Maintenance Department, One Matzke Way, Bradenton, FL 34208, submit location site address with proposal. No third-party contracts will be accepted. Bids received with third party vendor listed will be considered nonresponsive.

Due to the phosphorous shortage, price increases for lamps by manufactures may be requested quarterly to the Purchasing Department. Increase notice from the manufacture must be included in the Contractors request. Increases which have not been documented will be denied.

Incentive Programs:

If the Contractor offers incentive programs, include details for such program(s) in the bid response. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, training, etc.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY
P-CARD TRANSACTIONS: Yes _____ No _____

ITEM	SYLVANIA PART NUMBER FOR LAMPS	DESCRIPTION	UNIT PRICE	MANUFACTURERS NAME AND MODEL NUMBER
1.	FO32/841/ECO	32W 48" T8 FLUORESCENT LAMP	$	
2.	F34CWX/SS	34W T12 FLUORESCENT LAMP	$	
3.	F96T12/CW	T12 SINGLE PIN FLUORESCENT LAMP	$	
4.	MP70/U/MED/PS	70 WATT METAL HALIDE BULB	$	
5.	MH250/U	250 WATT METAL HAILE BULB	$	
6.	MH400/U	70 WATT METAL HALIDE BULB	$	
7.	MH175/U	175 WATT METAL HAILE BULB	$	
8.	CF26DD/E/IN/841/ECO	26W 4100K COMPACT FLUORESCENT	$	
9.	CF32DT/E/IN/841/ECO	32W 4100K COMPACT FLUORESCENT	$	
10.	CF42DT/E/IN/841/ECO	42W 4100K COMPACT FLUORESCENT	$	
11.	ADDITIONAL LAMPS NOT LISTED			% Markup
12.	BALLAST			% Markup
13.	LIGHTING SUPPLIES (fuses, sockets, sensors, controls, etc.)			% Markup

	BULB RECYLING	UNIT COST
14.	FLUORESCENT TUBE; 4 FEET OR LESS	$
15.	FLUORESCENT TUBE; MORE THAN 4 FEET	$
16.	FLUORESCENT U-BEND TUBE	$
17.	COMPANT FLUORESCENT BULB	$
18.	COMPANT FLUORESCENT BULB W/BALLAST	$
19.	MERCURY VAPOR, METAL HALIDE OR HIGH-PRESSURE SODIUM BULBS	$
20.	HID LAMPS	$
21.	OTHER BULBS NOT LISTED	$
22.	RECYCLING PICK UP FEE, 1 TIME COST PER PICKUP, PER SITE	$

Containers for Recycling to be provided to the District at NO CHARGE.

Upon request, a copy of the itemized material invoice from the supplier shall be provided to the School District of Manatee County in order to verify pricing/markup.

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

Sample of Buyers' Guide

School Name _____
Account Number_____

Fluorescent Tubes	Description	Qty per Case	Unit Price
	(22179) S-FO28/841/XP/SS/ECO 28W 48" T8 4100K FLUORESCENT LAMP	30	Price per awarded bid
	(22052) S-FBO32/741/6/ECO 32W T8 4100K U-BEND FLUORESCENT	16	
	(24596) S-F34CW/SS/ECO 34W 48" T12 COOL WHITE 4100K BI-PIN BASE FLUORESCENT LAMP	30	
Compact Fluorescent Tubes	**Description**	**Qty per Case**	**Unit Price**
	(20708) CF13DD/841 13W 841K QUAD DULUX D 4100K 2-PIN COMPACT FLUORESCENT LAMP	50	
	(20669) CF26DD/E/841 26W 4100K 82CRI QUAD DULUX D/E 4-PIN COMPACT FLUORESCENT	50	
	(20890) CF42DT/E/IN/841 42W 4100K DULUX T/E 4-PIN TRIPLE TUBE FLUORESCENT LAMP	10	
Metal Halide Lamps	**Description**	**Qty per Case**	**Unit Price**
	(64471) S-M175U 175W METAL HALIDE CLEAR MOGUL BASE LAMP	6	
	(64488) S-M400U-BT28 400W METAL HALIDE CLEAR BT28 REDUCED ENVELOPE LAMP	6	

School District
of
Manatee County
Lightbulb Disposal Voucher

QUANTITY - "EACH"	
_____	FLUORESCENT TUBE; 4 FEET AND LESS
_____	FLUORESCENT TUBE; MORE THAN 4 FEET
_____	FLUORESCENT U-BEND TUBE
_____	COMPACT FLUORESCENT BULB
_____	COMPACT FLUORESCENT BULB W/BALLAST
_____	MERCURY VAPOR, METAL HALIDE OR HIGH PRESSURE SODIUM BULBS
_____	OTHER: _____

The lightbulbs listed above are both accurate in their types and quantities, and are being picked up for the purpose of being properly recycled/disposed.

DATE: _____ SCHOOL: _____

_____ _____
DRIVER NAME / INITIALS SCHOOL CUSTODIAN NAME / INITIALS

VENDOR:_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

October 11, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 23, 2023	Questions/Clarifications due
October 25, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 8, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 9, 2023	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 1. Fluorescent Lamp 32W 48" T8 FO32/841/ECO	ITEM 2. Fluorescent Lamp 34W T12 F34CWX/SS	ITEM 3. T12 Single Pin Fluorescent Lamp F96T12/CW	ITEM 4. 70 Watt Metal Halide Bulb MP70/U/MED/PS	ITEM 5. 250 Watt Metal Haile Bulb MH250/U
Electric Supply Inc.	**$1.95 Sylvania 21781**	**$2.17 Sylvania 24441**	**$5.95 Sylvania 29478**	**$9.73 Sylvania 64547**	**$9.73 Sylvania 64032**
Light Bulb Depot of Tampa LLC	**$2.69 Damar F32T8/ECO**	**$3.25 Philips F40T12/CWSUPREME /ALTO**	**$6.95 Philips F96T12CWSUPREME/ ALTO**	**$13.50 Damar MP70W/U/UVP/MED/ PS/4K**	**$15.00 Damar M250U/4K BT28**
Purple Energy LLC	**$2.39 Sunlite 30195-SU**	**$2.23 Sunlite 30031-SU**	**$8.96 Sylvania 29478-S**	**$10.64 Sunlite 03641-SU**	**$10.51 Sylvania 64032**
Synergy Lighting, Inc.	**$1.89 Sylvania F032/841/ECO**	**$1.89 Sylvania F34CWX/SS**	**$5.89 Sylvania F96T12/CW**	**$8.50 Sylvalia or Halco Mp70/U/MED/PS**	**$8.50 Sylvalia or Halco MH250/U**

BIDDERS	ITEM 6. 70 Watt Metal Halide Bulb MH400/U	ITEM 7. 175 Watt Metal Haile Bulb M175/U	ITEM 8. 26W 4100K Compact Fluorescent CF26DD/E/IN/841/ECO	ITEM 9. 32W 4100K Compact Fluorescent CF32DT/E/IN/841/ECO	ITEM 10. 42W 4100K Compact Fluorescent CF42DT/E/IN/841/ECO
Electric Supply Inc.	**$8.65 Sylvania 64036**	**$8.65 Sylvania 64030**	**$2.06 Sylvania 20669**	**$3.25 Sylvania 20886**	**$3.25 Sylvania 20890**
Light Bulb Depot of Tampa LLC	**$16.00 Damar M400U/46 CLEAR BT37**	**$15.00 Damar M175U/4K BT28 E39 BASE**	**$2.75 Damar F26DDTT/DE/841/G24 Q-3/ECO**	**$3.49 Damar CFM32W/GX24Q-3/841/ECO**	**$3.89 Damar CFM42W/GX24Q-4/841/ECO**
Purple Energy LLC	**$10.51 Sylvania 64036**	**$11.20 Sylvania 64030**	**$2.25 Sylvania 20669**	**$3.60 Sylvania 20886**	**$3.75 Sylvania 20890**
Synergy Lighting, Inc.	**$8.50 Sylvania or Halco MH400/U**	**$8.50 Sylvania or Halco MH175/U**	**$1.85 Sylvania or Halco CF26DD/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF32DT/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF42DT/E/IN/841/ECO**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 11. Additional Lamps Not Listed Percentage Markup	ITEM 12. Ballast Percentage Markup	ITEM 13. Lighting Supplies Percentage Markup
Electric Supply Inc.	**22.00%**	**22.00%**	**22.00%**
Light Bulb Depot of Tampa LLC	**25.00%**	**25.00%**	**25.00%**
Purple Energy LLC	**7.50%**	**7.50%**	**7.50%**
Synergy Lighting, Inc.	**7.00%**	**7.00%**	**7.00%**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	BULB RECYCLING COST				
	ITEM 14 Fluorescent Tube 4' of less	ITEM 15 Fluorescent Tube more than 4'	ITEM 16 Fluorescent U Bend Tube	ITEM 17 Compact Fluorescent Bulb	ITEM 18 Compact Fluorescent Bulb with Ballast
Electric Supply Inc.	**$0.46**	**$0.92**	**$0.46**	**$0.46**	**$0.46**
Light Bulb Depot of Tampa LLC	**$0.80**	**$1.38**	**$1.99**	**$2.00**	**$2.39**
Purple Energy LLC	**$2.87**	**$2.23**	**$3.06**	**$3.75**	**$2.25**
Synergy Lighting, Inc.	**$0.17**	**$0.32**	**$0.17**	**$0.17**	**$0.17**

BIDDERS	BULB RECYCLING COST			
	ITEM 19 Mercury Vapor, Metal Halide or High Pressure Sodium Bulbs	ITEM 20 HID Lamps	ITEM 21 Other Bulbs Not Listed	ITEM 22 Recyling Pick Up Fee, 1 Time Cost per Pickup, Per Site
Electric Supply Inc.	**$1.15**	**$1.15**	**N/A**	**$15.00**
Light Bulb Depot of Tampa LLC	**$2.65**	**$2.65**	**$7.95**	**$25.00**
Purple Energy LLC	**$3.36**	**$3.36**	**$0.50**	**N/A**
Synergy Lighting, Inc.	**$0.17**	**$0.40**	**$0.40**	**$0.00**

Notes:

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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
PURCHASES ONLY		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0088-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Light Bulb Depot of Tampa LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Lighting Supplies, SDMC No. 24-0088-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 509952

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Light Bulb Depot of Tampa LLC, Attn: Dennis Brixey PO Box 410, Aurora, MO 65605
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this

Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME Light Bulb Depot of Tampa LLC	ADDRESS 2121 Cornell St Sarasota, FL 34237-3437
PHONE 417-678-8121	EMAIL dennisb@dmsllconline.net
TYPE OR PRINT NAME Dennis Brixey	TITLE C.F.O.
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Dennis Brixey Digitally signed by Dennis Brixey DN: cn=Dennis Brixey gn=Dennis Brixey c=US United States l=US United States e=dennisb@dmsllconline.net Reason: I agree to the terms defined by the placement of my signature in this document Location: Date: 2023-11-20 14:38-06:00	11/20/2023		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendend(nogreaterthan$49,999.99)	Date
Pamela D'Agostino	11/28/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email Address: dufonk@manateeschools.net	**DATE ISSUED: October 11, 2023**	
TITLE: Lighting Supplies	**NUMBER:** **24-0088-KD**	**SUBMITTAL DEADLINE:** **November 8, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 23, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide lighting supplies as well as pick up and recycling of used lamps.

Quantities and products will vary year to year.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of one (1) year from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2024**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Contractor's Responsibility:

Upon request, the awarded contractor(s) shall provide each site with a Buyer's Guide. A Buyer's Guide is a list of every lamp on site. A sample Buyer's Guide is provided within this bid. Upon completion of the Buyer's Guide at each site, a copy on a readable/writeable compact disc (CD-RW) using Microsoft Office Excel/Word and/or a hard copy of the spreadsheet shall be provided to the School/Site and Maintenance Department. This documentation will also need to be available as requested by the School District.

The awarded contractor shall provide procedures and ordering instructions for credit card purchases, at local stores, as well as internet purchases. Documentation will be requested within 10 days of award. Upon request by the Purchasing Department, the awarded contractor may be requested to have a website for online ordering.

Delivery time from receipt of order shall not exceed forty-eight (48) hours and shall be delivered directly to the ordering site. A receipt shall accompany all orders/deliveries and shall clearly reference the ordering site, name of the person placing the order, products ordered/received, and pricing.

The Florida Department of Environmental Protection requires that all Transporters, Transfer Facilities, For-Hire Handler Facilities and Reverse Distribution Program Sponsors annually register with the State of Florida under Rule 62-737.200(33) and 400(3), F.A.C. The awarded contractor shall be registered with The Florida Department of Environmental Protection and in compliant with Rule 62-737.200(33) and 400(3), F.A.C., to transport or handle mercury containing lamps and/or device.

www.dep.state.fl.us/waste/categories/mercury/pages/registration.htm

Submit with your bid, a copy of your registration from the Department of Environmental Protection stating your facility identification number and approval as a universal waste lamp and device transporters. Bids received without approved registration by The Florida Department of Environmental Protection may be considered nonresponsive.

The awarded contractor(s) shall be responsible for pickup and recycling of used lamps. Invoices for used lamp pickups shall be sent to the Maintenance Energy Department – 1 Matzke Way, Bradenton, FL 34208, quarterly unless otherwise requested. Invoice(s) shall be itemized by lamp type. It is the site responsibility to confirm what quantities are picked up for recycling. A sample lightbulb disposal voucher attached within this bid may be used at the discretion of the contractor/SDMC.

Pickups of used lamps may be requested without products being delivered.

Containers for Recycling are to be provided to at no charge to the District.

The awarded contractor(s) shall have a place to accommodate walk-in business within a twenty-five (25) mile radius of the Maintenance Department, One Matzke Way, Bradenton, FL 34208, submit location site address with proposal. No third-party contracts will be accepted. Bids received with third party vendor listed will be considered nonresponsive.

Due to the phosphorous shortage, price increases for lamps by manufactures may be requested quarterly to the Purchasing Department. Increase notice from the manufacture must be included in the Contractors request. Increases which have not been documented will be denied.

Incentive Programs:

If the Contractor offers incentive programs, include details for such program(s) in the bid response. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, training, etc.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY
P-CARD TRANSACTIONS: Yes _____ No _____

ITEM	SYLVANIA PART NUMBER FOR LAMPS	DESCRIPTION	UNIT PRICE	MANUFACTURERS NAME AND MODEL NUMBER
1.	FO32/841/ECO	32W 48" T8 FLUORESCENT LAMP	$	
2.	F34CWX/SS	34W T12 FLUORESCENT LAMP	$	
3.	F96T12/CW	T12 SINGLE PIN FLUORESCENT LAMP	$	
4.	MP70/U/MED/PS	70 WATT METAL HALIDE BULB	$	
5.	MH250/U	250 WATT METAL HAILE BULB	$	
6.	MH400/U	70 WATT METAL HALIDE BULB	$	
7.	MH175/U	175 WATT METAL HAILE BULB	$	
8.	CF26DD/E/IN/841/ECO	26W 4100K COMPACT FLUORESCENT	$	
9.	CF32DT/E/IN/841/ECO	32W 4100K COMPACT FLUORESCENT	$	
10.	CF42DT/E/IN/841/ECO	42W 4100K COMPACT FLUORESCENT	$	
11.	ADDITIONAL LAMPS NOT LISTED			% Markup
12.	BALLAST			% Markup
13.	LIGHTING SUPPLIES (fuses, sockets, sensors, controls, etc.)			% Markup

	BULB RECYLING	UNIT COST
14.	FLUORESCENT TUBE; 4 FEET OR LESS	$
15.	FLUORESCENT TUBE; MORE THAN 4 FEET	$
16.	FLUORESCENT U-BEND TUBE	$
17.	COMPANT FLUORESCENT BULB	$
18.	COMPANT FLUORESCENT BULB W/BALLAST	$
19.	MERCURY VAPOR, METAL HALIDE OR HIGH-PRESSURE SODIUM BULBS	$
20.	HID LAMPS	$
21.	OTHER BULBS NOT LISTED	$
22.	RECYCLING PICK UP FEE, 1 TIME COST PER PICKUP, PER SITE	$

Containers for Recycling to be provided to the District at NO CHARGE.

Upon request, a copy of the itemized material invoice from the supplier shall be provided to the School District of Manatee County in order to verify pricing/markup.

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

Sample of Buyers' Guide

School Name _____
Account Number_____

Fluorescent Tubes	Description	Qty per Case	Unit Price
	(22179) S-FO28/841/XP/SS/ECO 28W 48" T8 4100K FLUORESCENT LAMP	30	Price per awarded bid
	(22052) S-FBO32/741/6/ECO 32W T8 4100K U-BEND FLUORESCENT	16	
	(24596) S-F34CW/SS/ECO 34W 48" T12 COOL WHITE 4100K BI-PIN BASE FLUORESCENT LAMP	30	
Compact Fluorescent Tubes	**Description**	**Qty per Case**	**Unit Price**
	(20708) CF13DD/841 13W 841K QUAD DULUX D 4100K 2-PIN COMPACT FLUORESCENT LAMP	50	
	(20669) CF26DD/E/841 26W 4100K 82CRI QUAD DULUX D/E 4-PIN COMPACT FLUORESCENT	50	
	(20890) CF42DT/E/IN/841 42W 4100K DULUX T/E 4-PIN TRIPLE TUBE FLUORESCENT LAMP	10	
Metal Halide Lamps	**Description**	**Qty per Case**	**Unit Price**
	(64471) S-M175U 175W METAL HALIDE CLEAR MOGUL BASE LAMP	6	
	(64488) S-M400U-BT28 400W METAL HALIDE CLEAR BT28 REDUCED ENVELOPE LAMP	6	

School District
of
Manatee County
Lightbulb Disposal Voucher

QUANTITY - "EACH"	
_____	FLUORESCENT TUBE; 4 FEET AND LESS
_____	FLUORESCENT TUBE; MORE THAN 4 FEET
_____	FLUORESCENT U-BEND TUBE
_____	COMPACT FLUORESCENT BULB
_____	COMPACT FLUORESCENT BULB W/BALLAST
_____	MERCURY VAPOR, METAL HALIDE OR HIGH PRESSURE SODIUM BULBS
_____	OTHER: _____

The lightbulbs listed above are both accurate in their types and quantities, and are being picked up for the purpose of being properly recycled/disposed.

DATE: _____ SCHOOL: _____

_____ _____
DRIVER NAME / INITIALS SCHOOL CUSTODIAN NAME / INITIALS

VENDOR:_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

October 11, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 23, 2023	Questions/Clarifications due
October 25, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 8, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 9, 2023	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 1. Fluorescent Lamp 32W 48" T8 FO32/841/ECO	ITEM 2. Fluorescent Lamp 34W T12 F34CWX/SS	ITEM 3. T12 Single Pin Fluorescent Lamp F96T12/CW	ITEM 4. 70 Watt Metal Halide Bulb MP70/U/MED/PS	ITEM 5. 250 Watt Metal Haile Bulb MH250/U
Electric Supply Inc.	**$1.95 Sylvania 21781**	**$2.17 Sylvania 24441**	**$5.95 Sylvania 29478**	**$9.73 Sylvania 64547**	**$9.73 Sylvania 64032**
Light Bulb Depot of Tampa LLC	**$2.69 Damar F32T8/ECO**	**$3.25 Philips F40T12/CWSUPREME /ALTO**	**$6.95 Philips F96T12CWSUPREME/ ALTO**	**$13.50 Damar MP70W/U/UVP/MED/ PS/4K**	**$15.00 Damar M250U/4K BT28**
Purple Energy LLC	**$2.39 Sunlite 30195-SU**	**$2.23 Sunlite 30031-SU**	**$8.96 Sylvania 29478-S**	**$10.64 Sunlite 03641-SU**	**$10.51 Sylvania 64032**
Synergy Lighting, Inc.	**$1.89 Sylvania F032/841/ECO**	**$1.89 Sylvania F34CWX/SS**	**$5.89 Sylvania F96T12/CW**	**$8.50 Sylvalia or Halco Mp70/U/MED/PS**	**$8.50 Sylvalia or Halco MH250/U**

BIDDERS	ITEM 6. 70 Watt Metal Halide Bulb MH400/U	ITEM 7. 175 Watt Metal Haile Bulb M175/U	ITEM 8. 26W 4100K Compact Fluorescent CF26DD/E/IN/841/ECO	ITEM 9. 32W 4100K Compact Fluorescent CF32DT/E/IN/841/ECO	ITEM 10. 42W 4100K Compact Fluorescent CF42DT/E/IN/841/ECO
Electric Supply Inc.	**$8.65 Sylvania 64036**	**$8.65 Sylvania 64030**	**$2.06 Sylvania 20669**	**$3.25 Sylvania 20886**	**$3.25 Sylvania 20890**
Light Bulb Depot of Tampa LLC	**$16.00 Damar M400U/46 CLEAR BT37**	**$15.00 Damar M175U/4K BT28 E39 BASE**	**$2.75 Damar F26DDTT/DE/841/G24 Q-3/ECO**	**$3.49 Damar CFM32W/GX24Q-3/841/ECO**	**$3.89 Damar CFM42W/GX24Q-4/841/ECO**
Purple Energy LLC	**$10.51 Sylvania 64036**	**$11.20 Sylvania 64030**	**$2.25 Sylvania 20669**	**$3.60 Sylvania 20886**	**$3.75 Sylvania 20890**
Synergy Lighting, Inc.	**$8.50 Sylvania or Halco MH400/U**	**$8.50 Sylvania or Halco MH175/U**	**$1.85 Sylvania or Halco CF26DD/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF32DT/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF42DT/E/IN/841/ECO**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 11. Additional Lamps Not Listed Percentage Markup	ITEM 12. Ballast Percentage Markup	ITEM 13. Lighting Supplies Percentage Markup
Electric Supply Inc.	**22.00%**	**22.00%**	**22.00%**
Light Bulb Depot of Tampa LLC	**25.00%**	**25.00%**	**25.00%**
Purple Energy LLC	**7.50%**	**7.50%**	**7.50%**
Synergy Lighting, Inc.	**7.00%**	**7.00%**	**7.00%**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	BULB RECYCLING COST				
	ITEM 14 Fluorescent Tube 4' of less	ITEM 15 Fluorescent Tube more than 4'	ITEM 16 Fluorescent U Bend Tube	ITEM 17 Compact Fluorescent Bulb	ITEM 18 Compact Fluorescent Bulb with Ballast
Electric Supply Inc.	**$0.46**	**$0.92**	**$0.46**	**$0.46**	**$0.46**
Light Bulb Depot of Tampa LLC	**$0.80**	**$1.38**	**$1.99**	**$2.00**	**$2.39**
Purple Energy LLC	**$2.87**	**$2.23**	**$3.06**	**$3.75**	**$2.25**
Synergy Lighting, Inc.	**$0.17**	**$0.32**	**$0.17**	**$0.17**	**$0.17**

BIDDERS	BULB RECYCLING COST			
	ITEM 19 Mercury Vapor, Metal Halide or High Pressure Sodium Bulbs	ITEM 20 HID Lamps	ITEM 21 Other Bulbs Not Listed	ITEM 22 Recyling Pick Up Fee, 1 Time Cost per Pickup, Per Site
Electric Supply Inc.	**$1.15**	**$1.15**	**N/A**	**$15.00**
Light Bulb Depot of Tampa LLC	**$2.65**	**$2.65**	**$7.95**	**$25.00**
Purple Energy LLC	**$3.36**	**$3.36**	**$0.50**	**N/A**
Synergy Lighting, Inc.	**$0.17**	**$0.40**	**$0.40**	**$0.00**

Notes:

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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
PURCHASES ONLY		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

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PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0088-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Purple Energy LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Lighting Supplies, SDMC No. 24-0088-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

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referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

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may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

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notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

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4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

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The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2317744

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

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4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Purple Energy - 1274 49TH STR., BROOKLYN, NY , 11219
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this

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Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME Purple Energy, LLC	ADDRESS 1274 49th Street, Brooklyn, NY 11219
PHONE 646-883-1330	EMAIL brenda@purplee.org
TYPE OR PRINT NAME Daniello Cardilo	TITLE estimator
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

DocuSigned by: F853DBC1063C4EB...	11/20/2023		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendend(nogreaterthan$49,999.99)	Date
Pamela D'Agostino	11/28/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49999.99)	Date

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EXHIBIT A

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SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email Address: dufonk@manateeschools.net	**DATE ISSUED: October 11, 2023**	
TITLE: Lighting Supplies	**NUMBER:** **24-0088-KD**	**SUBMITTAL DEADLINE:** **November 8, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 23, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

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BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

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SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide lighting supplies as well as pick up and recycling of used lamps.

Quantities and products will vary year to year.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

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SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of one (1) year from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2024**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

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(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

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SECTION 3. SPECIFICATIONS

Contractor's Responsibility:

Upon request, the awarded contractor(s) shall provide each site with a Buyer's Guide. A Buyer's Guide is a list of every lamp on site. A sample Buyer's Guide is provided within this bid. Upon completion of the Buyer's Guide at each site, a copy on a readable/writeable compact disc (CD-RW) using Microsoft Office Excel/Word and/or a hard copy of the spreadsheet shall be provided to the School/Site and Maintenance Department. This documentation will also need to be available as requested by the School District.

The awarded contractor shall provide procedures and ordering instructions for credit card purchases, at local stores, as well as internet purchases. Documentation will be requested within 10 days of award. Upon request by the Purchasing Department, the awarded contractor may be requested to have a website for online ordering.

Delivery time from receipt of order shall not exceed forty-eight (48) hours and shall be delivered directly to the ordering site. A receipt shall accompany all orders/deliveries and shall clearly reference the ordering site, name of the person placing the order, products ordered/received, and pricing.

The Florida Department of Environmental Protection requires that all Transporters, Transfer Facilities, For-Hire Handler Facilities and Reverse Distribution Program Sponsors annually register with the State of Florida under Rule 62-737.200(33) and 400(3), F.A.C. The awarded contractor shall be registered with The Florida Department of Environmental Protection and in compliant with Rule 62-737.200(33) and 400(3), F.A.C., to transport or handle mercury containing lamps and/or device.

www.dep.state.fl.us/waste/categories/mercury/pages/registration.htm

Submit with your bid, a copy of your registration from the Department of Environmental Protection stating your facility identification number and approval as a universal waste lamp and device transporters. Bids received without approved registration by The Florida Department of Environmental Protection may be considered nonresponsive.

The awarded contractor(s) shall be responsible for pickup and recycling of used lamps. Invoices for used lamp pickups shall be sent to the Maintenance Energy Department – 1 Matzke Way, Bradenton, FL 34208, quarterly unless otherwise requested. Invoice(s) shall be itemized by lamp type. It is the site responsibility to confirm what quantities are picked up for recycling. A sample lightbulb disposal voucher attached within this bid may be used at the discretion of the contractor/SDMC.

Pickups of used lamps may be requested without products being delivered.

Containers for Recycling are to be provided to at no charge to the District.

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The awarded contractor(s) shall have a place to accommodate walk-in business within a twenty-five (25) mile radius of the Maintenance Department, One Matzke Way, Bradenton, FL 34208, submit location site address with proposal. No third-party contracts will be accepted. Bids received with third party vendor listed will be considered nonresponsive.

Due to the phosphorous shortage, price increases for lamps by manufactures may be requested quarterly to the Purchasing Department. Increase notice from the manufacture must be included in the Contractors request. Increases which have not been documented will be denied.

Incentive Programs:

If the Contractor offers incentive programs, include details for such program(s) in the bid response. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, training, etc.

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PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY
P-CARD TRANSACTIONS: Yes _____ No _____

ITEM	SYLVANIA PART NUMBER FOR LAMPS	DESCRIPTION	UNIT PRICE	MANUFACTURERS NAME AND MODEL NUMBER
1.	FO32/841/ECO	32W 48" T8 FLUORESCENT LAMP	$	
2.	F34CWX/SS	34W T12 FLUORESCENT LAMP	$	
3.	F96T12/CW	T12 SINGLE PIN FLUORESCENT LAMP	$	
4.	MP70/U/MED/PS	70 WATT METAL HALIDE BULB	$	
5.	MH250/U	250 WATT METAL HAILE BULB	$	
6.	MH400/U	70 WATT METAL HALIDE BULB	$	
7.	MH175/U	175 WATT METAL HAILE BULB	$	
8.	CF26DD/E/IN/841/ECO	26W 4100K COMPACT FLUORESCENT	$	
9.	CF32DT/E/IN/841/ECO	32W 4100K COMPACT FLUORESCENT	$	
10.	CF42DT/E/IN/841/ECO	42W 4100K COMPACT FLUORESCENT	$	
11.	ADDITIONAL LAMPS NOT LISTED			% Markup
12.	BALLAST			% Markup
13.	LIGHTING SUPPLIES (fuses, sockets, sensors, controls, etc.)			% Markup

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	BULB RECYLING	UNIT COST
14.	FLUORESCENT TUBE; 4 FEET OR LESS	$
15.	FLUORESCENT TUBE; MORE THAN 4 FEET	$
16.	FLUORESCENT U-BEND TUBE	$
17.	COMPANT FLUORESCENT BULB	$
18.	COMPANT FLUORESCENT BULB W/BALLAST	$
19.	MERCURY VAPOR, METAL HALIDE OR HIGH-PRESSURE SODIUM BULBS	$
20.	HID LAMPS	$
21.	OTHER BULBS NOT LISTED	$
22.	RECYCLING PICK UP FEE, 1 TIME COST PER PICKUP, PER SITE	$

Containers for Recycling to be provided to the District at NO CHARGE.

Upon request, a copy of the itemized material invoice from the supplier shall be provided to the School District of Manatee County in order to verify pricing/markup.

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

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WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

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Sample of Buyers' Guide

School Name _____
Account Number_____

Fluorescent Tubes	Description	Qty per Case	Unit Price
	(22179) S-FO28/841/XP/SS/ECO 28W 48" T8 4100K FLUORESCENT LAMP	30	Price per awarded bid
	(22052) S-FBO32/741/6/ECO 32W T8 4100K U-BEND FLUORESCENT	16	
	(24596) S-F34CW/SS/ECO 34W 48" T12 COOL WHITE 4100K BI-PIN BASE FLUORESCENT LAMP	30	

Compact Fluorescent Tubes	Description	Qty per Case	Unit Price
	(20708) CF13DD/841 13W 841K QUAD DULUX D 4100K 2-PIN COMPACT FLUORESCENT LAMP	50	
	(20669) CF26DD/E/841 26W 4100K 82CRI QUAD DULUX D/E 4-PIN COMPACT FLUORESCENT	50	
	(20890) CF42DT/E/IN/841 42W 4100K DULUX T/E 4-PIN TRIPLE TUBE FLUORESCENT LAMP	10	

Metal Halide Lamps	Description	Qty per Case	Unit Price
	(64471) S-M175U 175W METAL HALIDE CLEAR MOGUL BASE LAMP	6	
	(64488) S-M400U-BT28 400W METAL HALIDE CLEAR BT28 REDUCED ENVELOPE LAMP	6	

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School District
of
Manatee County
Lightbulb Disposal Voucher

QUANTITY - "EACH"	
_____	FLUORESCENT TUBE; 4 FEET AND LESS
_____	FLUORESCENT TUBE; MORE THAN 4 FEET
_____	FLUORESCENT U-BEND TUBE
_____	COMPACT FLUORESCENT BULB
_____	COMPACT FLUORESCENT BULB W/BALLAST
_____	MERCURY VAPOR, METAL HALIDE OR HIGH PRESSURE SODIUM BULBS
_____	OTHER: _____

The lightbulbs listed above are both accurate in their types and quantities, and are being picked up for the purpose of being properly recycled/disposed.

DATE: _____ SCHOOL: _____

_____ _____
DRIVER NAME / INITIALS SCHOOL CUSTODIAN NAME / INITIALS

VENDOR:_____

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CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

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The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

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Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

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and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

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9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

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SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

October 11, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 23, 2023	Questions/Clarifications due
October 25, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 8, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 9, 2023	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

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EXHIBIT B

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NOTICE OF INTENT TO AWARD

BID ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

BOARD APPROVAL ON DECEMBER 12, 2023

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TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 1. Fluorescent Lamp 32W 48" T8 FO32/841/ECO	ITEM 2. Fluorescent Lamp 34W T12 F34CWX/SS	ITEM 3. T12 Single Pin Fluorescent Lamp F96T12/CW	ITEM 4. 70 Watt Metal Halide Bulb MP70/U/MED/PS	ITEM 5. 250 Watt Metal Haile Bulb MH250/U
Electric Supply Inc.	**$1.95 Sylvania 21781**	**$2.17 Sylvania 24441**	**$5.95 Sylvania 29478**	**$9.73 Sylvania 64547**	**$9.73 Sylvania 64032**
Light Bulb Depot of Tampa LLC	**$2.69 Damar F32T8/ECO**	**$3.25 Philips F40T12/CWSUPREME /ALTO**	**$6.95 Philips F96T12CWSUPREME/ ALTO**	**$13.50 Damar MP70W/U/UVP/MED/ PS/4K**	**$15.00 Damar M250U/4K BT28**
Purple Energy LLC	**$2.39 Sunlite 30195-SU**	**$2.23 Sunlite 30031-SU**	**$8.96 Sylvania 29478-S**	**$10.64 Sunlite 03641-SU**	**$10.51 Sylvania 64032**
Synergy Lighting, Inc.	**$1.89 Sylvania F032/841/ECO**	**$1.89 Sylvania F34CWX/SS**	**$5.89 Sylvania F96T12/CW**	**$8.50 Sylvalia or Halco Mp70/U/MED/PS**	**$8.50 Sylvalia or Halco MH250/U**

BIDDERS	ITEM 6. 70 Watt Metal Halide Bulb MH400/U	ITEM 7. 175 Watt Metal Haile Bulb M175/U	ITEM 8. 26W 4100K Compact Fluorescent CF26DD/E/IN/841/ECO	ITEM 9. 32W 4100K Compact Fluorescent CF32DT/E/IN/841/ECO	ITEM 10. 42W 4100K Compact Fluorescent CF42DT/E/IN/841/ECO
Electric Supply Inc.	**$8.65 Sylvania 64036**	**$8.65 Sylvania 64030**	**$2.06 Sylvania 20669**	**$3.25 Sylvania 20886**	**$3.25 Sylvania 20890**
Light Bulb Depot of Tampa LLC	**$16.00 Damar M400U/46 CLEAR BT37**	**$15.00 Damar M175U/4K BT28 E39 BASE**	**$2.75 Damar F26DDTT/DE/841/G24 Q-3/ECO**	**$3.49 Damar CFM32W/GX24Q-3/841/ECO**	**$3.89 Damar CFM42W/GX24Q-4/841/ECO**
Purple Energy LLC	**$10.51 Sylvania 64036**	**$11.20 Sylvania 64030**	**$2.25 Sylvania 20669**	**$3.60 Sylvania 20886**	**$3.75 Sylvania 20890**
Synergy Lighting, Inc.	**$8.50 Sylvania or Halco MH400/U**	**$8.50 Sylvania or Halco MH175/U**	**$1.85 Sylvania or Halco CF26DD/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF32DT/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF42DT/E/IN/841/ECO**

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TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 11. Additional Lamps Not Listed Percentage Markup	ITEM 12. Ballast Percentage Markup	ITEM 13. Lighting Supplies Percentage Markup
Electric Supply Inc.	**22.00%**	**22.00%**	**22.00%**
Light Bulb Depot of Tampa LLC	**25.00%**	**25.00%**	**25.00%**
Purple Energy LLC	**7.50%**	**7.50%**	**7.50%**
Synergy Lighting, Inc.	**7.00%**	**7.00%**	**7.00%**

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TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	BULB RECYCLING COST				
	ITEM 14 Fluorescent Tube 4' of less	ITEM 15 Fluorescent Tube more than 4'	ITEM 16 Fluorescent U Bend Tube	ITEM 17 Compact Fluorescent Bulb	ITEM 18 Compact Fluorescent Bulb with Ballast
Electric Supply Inc.	**$0.46**	**$0.92**	**$0.46**	**$0.46**	**$0.46**
Light Bulb Depot of Tampa LLC	**$0.80**	**$1.38**	**$1.99**	**$2.00**	**$2.39**
Purple Energy LLC	**$2.87**	**$2.23**	**$3.06**	**$3.75**	**$2.25**
Synergy Lighting, Inc.	**$0.17**	**$0.32**	**$0.17**	**$0.17**	**$0.17**

BIDDERS	BULB RECYCLING COST			
	ITEM 19 Mercury Vapor, Metal Halide or High Pressure Sodium Bulbs	ITEM 20 HID Lamps	ITEM 21 Other Bulbs Not Listed	ITEM 22 Recyling Pick Up Fee, 1 Time Cost per Pickup, Per Site
Electric Supply Inc.	**$1.15**	**$1.15**	**N/A**	**$15.00**
Light Bulb Depot of Tampa LLC	**$2.65**	**$2.65**	**$7.95**	**$25.00**
Purple Energy LLC	**$3.36**	**$3.36**	**$0.50**	**N/A**
Synergy Lighting, Inc.	**$0.17**	**$0.40**	**$0.40**	**$0.00**

Notes:

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.

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EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
PURCHASES ONLY		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

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EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 24-0088-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Synergy Lighting, 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:

Lighting Supplies, SDMC No. 24-0088-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from January 1, 2024 through December 31, 2024. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with 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 Contractor 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.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members

may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written

notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

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

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

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

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

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

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **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 Agreement.

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

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: 2167340

4.31 **SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL:** Pursuant to Section 287.135, Florida Statutes, District is ineligible to enter into, or renew, any Agreement with Contractor if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor shall notify District if, at any time during the term of the Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to District within ten (10) days of the date of such occurrence. In the event District determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, District may, in its sole discretion, terminate the Agreement for cause and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, District may pursue any and all other legal remedies against Contractor. Contractor shall not seek damages, fees, or costs against District in the event District terminates the Agreement pursuant to this provision.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	SYNERGY LIGHTING, INC.
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this

Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

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

4.37.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

4.37.4 *Non-Funding:* In the event sufficient budgeted funds in any fiscal year period of District are not available, District's Purchasing Department shall notify Contractor of such an occurrence and this Agreement shall terminate on the last day of the then-current fiscal period of District without penalty or expense to the District.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME: SYNERGY LIGHTING, INC.	ADDRESS: 6015 28TH STREET EAST BRADENTON, FL 34203
PHONE 941-756-4844	EMAIL MATT@SYNERGYLIGHTINGUSA.COM
TYPE OR PRINT NAME MATT GREGG	TITLE PRESIDENT
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE: 941-708-8770 EXT. 41204	EMAIL: DUFONK@MANATEESCHOOLS.NET
TYPE OR PRINT NAME: KIMBERLIE DUFON	TITLE: BUYER

SIGNATURES:

Matthew Gregg	11-20-23		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendend(nogreaterthan$49,999.99)	Date
Pamela D'Agostino	11/28/2023		
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email Address: dufonk@manateeschools.net	**DATE ISSUED: October 11, 2023**	
TITLE: Lighting Supplies	**NUMBER:** **24-0088-KD**	**SUBMITTAL DEADLINE:** **November 8, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 23, 2023		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide lighting supplies as well as pick up and recycling of used lamps.

Quantities and products will vary year to year.

The District intends to award this solicitation to all responsive and responsible bidders. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of one (1) year from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **January 1, 2024 through December 31, 2024**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number is accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

    b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

Contractor's Responsibility:

Upon request, the awarded contractor(s) shall provide each site with a Buyer's Guide. A Buyer's Guide is a list of every lamp on site. A sample Buyer's Guide is provided within this bid. Upon completion of the Buyer's Guide at each site, a copy on a readable/writeable compact disc (CD-RW) using Microsoft Office Excel/Word and/or a hard copy of the spreadsheet shall be provided to the School/Site and Maintenance Department. This documentation will also need to be available as requested by the School District.

The awarded contractor shall provide procedures and ordering instructions for credit card purchases, at local stores, as well as internet purchases. Documentation will be requested within 10 days of award. Upon request by the Purchasing Department, the awarded contractor may be requested to have a website for online ordering.

Delivery time from receipt of order shall not exceed forty-eight (48) hours and shall be delivered directly to the ordering site. A receipt shall accompany all orders/deliveries and shall clearly reference the ordering site, name of the person placing the order, products ordered/received, and pricing.

The Florida Department of Environmental Protection requires that all Transporters, Transfer Facilities, For-Hire Handler Facilities and Reverse Distribution Program Sponsors annually register with the State of Florida under Rule 62-737.200(33) and 400(3), F.A.C. The awarded contractor shall be registered with The Florida Department of Environmental Protection and in compliant with Rule 62-737.200(33) and 400(3), F.A.C., to transport or handle mercury containing lamps and/or device.

www.dep.state.fl.us/waste/categories/mercury/pages/registration.htm

Submit with your bid, a copy of your registration from the Department of Environmental Protection stating your facility identification number and approval as a universal waste lamp and device transporters. Bids received without approved registration by The Florida Department of Environmental Protection may be considered nonresponsive.

The awarded contractor(s) shall be responsible for pickup and recycling of used lamps. Invoices for used lamp pickups shall be sent to the Maintenance Energy Department – 1 Matzke Way, Bradenton, FL 34208, quarterly unless otherwise requested. Invoice(s) shall be itemized by lamp type. It is the site responsibility to confirm what quantities are picked up for recycling. A sample lightbulb disposal voucher attached within this bid may be used at the discretion of the contractor/SDMC.

Pickups of used lamps may be requested without products being delivered.

Containers for Recycling are to be provided to at no charge to the District.

The awarded contractor(s) shall have a place to accommodate walk-in business within a twenty-five (25) mile radius of the Maintenance Department, One Matzke Way, Bradenton, FL 34208, submit location site address with proposal. No third-party contracts will be accepted. Bids received with third party vendor listed will be considered nonresponsive.

Due to the phosphorous shortage, price increases for lamps by manufactures may be requested quarterly to the Purchasing Department. Increase notice from the manufacture must be included in the Contractors request. Increases which have not been documented will be denied.

Incentive Programs:

If the Contractor offers incentive programs, include details for such program(s) in the bid response. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, training, etc.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

ITEM	SYLVANIA PART NUMBER FOR LAMPS	DESCRIPTION	UNIT PRICE	MANUFACTURERS NAME AND MODEL NUMBER
1.	FO32/841/ECO	32W 48" T8 FLUORESCENT LAMP	$	
2.	F34CWX/SS	34W T12 FLUORESCENT LAMP	$	
3.	F96T12/CW	T12 SINGLE PIN FLUORESCENT LAMP	$	
4.	MP70/U/MED/PS	70 WATT METAL HALIDE BULB	$	
5.	MH250/U	250 WATT METAL HAILE BULB	$	
6.	MH400/U	70 WATT METAL HALIDE BULB	$	
7.	MH175/U	175 WATT METAL HAILE BULB	$	
8.	CF26DD/E/IN/841/ECO	26W 4100K COMPACT FLUORESCENT	$	
9.	CF32DT/E/IN/841/ECO	32W 4100K COMPACT FLUORESCENT	$	
10.	CF42DT/E/IN/841/ECO	42W 4100K COMPACT FLUORESCENT	$	
11.	ADDITIONAL LAMPS NOT LISTED			% Markup
12.	BALLAST			% Markup
13.	LIGHTING SUPPLIES (fuses, sockets, sensors, controls, etc.)			% Markup

	BULB RECYLING	UNIT COST
14.	FLUORESCENT TUBE; 4 FEET OR LESS	$
15.	FLUORESCENT TUBE; MORE THAN 4 FEET	$
16.	FLUORESCENT U-BEND TUBE	$
17.	COMPANT FLUORESCENT BULB	$
18.	COMPANT FLUORESCENT BULB W/BALLAST	$
19.	MERCURY VAPOR, METAL HALIDE OR HIGH-PRESSURE SODIUM BULBS	$
20.	HID LAMPS	$
21.	OTHER BULBS NOT LISTED	$
22.	RECYCLING PICK UP FEE, 1 TIME COST PER PICKUP, PER SITE	$

Containers for Recycling to be provided to the District at NO CHARGE.

Upon request, a copy of the itemized material invoice from the supplier shall be provided to the School District of Manatee County in order to verify pricing/markup.

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

Sample of Buyers' Guide

School Name _____
Account Number_____

Fluorescent Tubes	Description	Qty per Case	Unit Price
	(22179) S-FO28/841/XP/SS/ECO 28W 48" T8 4100K FLUORESCENT LAMP	30	Price per awarded bid
	(22052) S-FBO32/741/6/ECO 32W T8 4100K U-BEND FLUORESCENT	16	
	(24596) S-F34CW/SS/ECO 34W 48" T12 COOL WHITE 4100K BI-PIN BASE FLUORESCENT LAMP	30	
Compact Fluorescent Tubes	**Description**	**Qty per Case**	**Unit Price**
	(20708) CF13DD/841 13W 841K QUAD DULUX D 4100K 2-PIN COMPACT FLUORESCENT LAMP	50	
	(20669) CF26DD/E/841 26W 4100K 82CRI QUAD DULUX D/E 4-PIN COMPACT FLUORESCENT	50	
	(20890) CF42DT/E/IN/841 42W 4100K DULUX T/E 4-PIN TRIPLE TUBE FLUORESCENT LAMP	10	
Metal Halide Lamps	**Description**	**Qty per Case**	**Unit Price**
	(64471) S-M175U 175W METAL HALIDE CLEAR MOGUL BASE LAMP	6	
	(64488) S-M400U-BT28 400W METAL HALIDE CLEAR BT28 REDUCED ENVELOPE LAMP	6	

School District
of
Manatee County
Lightbulb Disposal Voucher

QUANTITY - "EACH"	
_____	FLUORESCENT TUBE; 4 FEET AND LESS
_____	FLUORESCENT TUBE; MORE THAN 4 FEET
_____	FLUORESCENT U-BEND TUBE
_____	COMPACT FLUORESCENT BULB
_____	COMPACT FLUORESCENT BULB W/BALLAST
_____	MERCURY VAPOR, METAL HALIDE OR HIGH PRESSURE SODIUM BULBS
_____	OTHER: _____

The lightbulbs listed above are both accurate in their types and quantities, and are being picked up for the purpose of being properly recycled/disposed.

DATE: _____ SCHOOL: _____

_____ _____
DRIVER NAME / INITIALS SCHOOL CUSTODIAN NAME / INITIALS

VENDOR:_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) is not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner, affect the product or service required. Bidders are required to carefully examine the ITB terms

and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted in any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

October 11, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 23, 2023	Questions/Clarifications due
October 25, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 8, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 9, 2023	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

BOARD APPROVAL ON DECEMBER 12, 2023

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 1. Fluorescent Lamp 32W 48" T8 FO32/841/ECO	ITEM 2. Fluorescent Lamp 34W T12 F34CWX/SS	ITEM 3. T12 Single Pin Fluorescent Lamp F96T12/CW	ITEM 4. 70 Watt Metal Halide Bulb MP70/U/MED/PS	ITEM 5. 250 Watt Metal Haile Bulb MH250/U
Electric Supply Inc.	**$1.95 Sylvania 21781**	**$2.17 Sylvania 24441**	**$5.95 Sylvania 29478**	**$9.73 Sylvania 64547**	**$9.73 Sylvania 64032**
Light Bulb Depot of Tampa LLC	**$2.69 Damar F32T8/ECO**	**$3.25 Philips F40T12/CWSUPREME /ALTO**	**$6.95 Philips F96T12CWSUPREME/ ALTO**	**$13.50 Damar MP70W/U/UVP/MED/ PS/4K**	**$15.00 Damar M250U/4K BT28**
Purple Energy LLC	**$2.39 Sunlite 30195-SU**	**$2.23 Sunlite 30031-SU**	**$8.96 Sylvania 29478-S**	**$10.64 Sunlite 03641-SU**	**$10.51 Sylvania 64032**
Synergy Lighting, Inc.	**$1.89 Sylvania F032/841/ECO**	**$1.89 Sylvania F34CWX/SS**	**$5.89 Sylvania F96T12/CW**	**$8.50 Sylvalia or Halco Mp70/U/MED/PS**	**$8.50 Sylvalia or Halco MH250/U**

BIDDERS	ITEM 6. 70 Watt Metal Halide Bulb MH400/U	ITEM 7. 175 Watt Metal Haile Bulb M175/U	ITEM 8. 26W 4100K Compact Fluorescent CF26DD/E/IN/841/ECO	ITEM 9. 32W 4100K Compact Fluorescent CF32DT/E/IN/841/ECO	ITEM 10. 42W 4100K Compact Fluorescent CF42DT/E/IN/841/ECO
Electric Supply Inc.	**$8.65 Sylvania 64036**	**$8.65 Sylvania 64030**	**$2.06 Sylvania 20669**	**$3.25 Sylvania 20886**	**$3.25 Sylvania 20890**
Light Bulb Depot of Tampa LLC	**$16.00 Damar M400U/46 CLEAR BT37**	**$15.00 Damar M175U/4K BT28 E39 BASE**	**$2.75 Damar F26DDTT/DE/841/G24 Q-3/ECO**	**$3.49 Damar CFM32W/GX24Q-3/841/ECO**	**$3.89 Damar CFM42W/GX24Q-4/841/ECO**
Purple Energy LLC	**$10.51 Sylvania 64036**	**$11.20 Sylvania 64030**	**$2.25 Sylvania 20669**	**$3.60 Sylvania 20886**	**$3.75 Sylvania 20890**
Synergy Lighting, Inc.	**$8.50 Sylvania or Halco MH400/U**	**$8.50 Sylvania or Halco MH175/U**	**$1.85 Sylvania or Halco CF26DD/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF32DT/E/IN/841/ECO**	**$3.35 Sylvania or Halco CF42DT/E/IN/841/ECO**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	ITEM 11. Additional Lamps Not Listed Percentage Markup	ITEM 12. Ballast Percentage Markup	ITEM 13. Lighting Supplies Percentage Markup
Electric Supply Inc.	**22.00%**	**22.00%**	**22.00%**
Light Bulb Depot of Tampa LLC	**25.00%**	**25.00%**	**25.00%**
Purple Energy LLC	**7.50%**	**7.50%**	**7.50%**
Synergy Lighting, Inc.	**7.00%**	**7.00%**	**7.00%**

TABULATION OF BIDS ON ON LIGHTING SUPPLIES, SDMC No. 24-0088-KD

Bids Due: 3:00 p.m., Wednesday, November 9, 2023

BIDDERS	BULB RECYCLING COST				
	ITEM 14 Fluorescent Tube 4' of less	ITEM 15 Fluorescent Tube more than 4'	ITEM 16 Fluorescent U Bend Tube	ITEM 17 Compact Fluorescent Bulb	ITEM 18 Compact Fluorescent Bulb with Ballast
Electric Supply Inc.	**$0.46**	**$0.92**	**$0.46**	**$0.46**	**$0.46**
Light Bulb Depot of Tampa LLC	**$0.80**	**$1.38**	**$1.99**	**$2.00**	**$2.39**
Purple Energy LLC	**$2.87**	**$2.23**	**$3.06**	**$3.75**	**$2.25**
Synergy Lighting, Inc.	**$0.17**	**$0.32**	**$0.17**	**$0.17**	**$0.17**

BIDDERS	BULB RECYCLING COST			
	ITEM 19 Mercury Vapor, Metal Halide or High Pressure Sodium Bulbs	ITEM 20 HID Lamps	ITEM 21 Other Bulbs Not Listed	ITEM 22 Recyling Pick Up Fee, 1 Time Cost per Pickup, Per Site
Electric Supply Inc.	**$1.15**	**$1.15**	**N/A**	**$15.00**
Light Bulb Depot of Tampa LLC	**$2.65**	**$2.65**	**$7.95**	**$25.00**
Purple Energy LLC	**$3.36**	**$3.36**	**$0.50**	**N/A**
Synergy Lighting, Inc.	**$0.17**	**$0.40**	**$0.40**	**$0.00**

Notes:

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.

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE

COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time
PURCHASES ONLY		

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 11.35

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
This agreement between Big Brothers Big Sisters of the Sun Coast, Inc. and the School Board of Manatee County will provide one-to-one mentoring to students enrolled in Manatee County Schools through the "Bigs in School Program" for the 2023-2024 school year.

A copy of the agreement is attached for your review. This MOU was reviewed by Mr. Dye.

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

Ready To Learn | Goal 5
Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments

Recommendation
The Superintendent recommends approval of the renewal agreement between Big Brothers Big Sisters of Sun Coast, Inc. and the School Board of Manatee County for the 2023-2024 school year. (No Financial Impact)

Financial Impact
No financial impact.

Contact
Submitting Department: Student Supports and Family Engagement
Initiated By: Laurie Breslin

Attachments:
Manatee County School Board Inter-Agency Agreement BBBS.pdf

Agreement

Big Brothers Big Sisters of the Sun Coast, Inc.
1000 S Tamiami Tr.
Venice, FL 34285
(941) 488-4009

&

The School Board of Manatee County
215 Manatee Ave. West
Bradenton, Florida 34205
(941) 708-8770

This agreement is entered into by and between Big Brothers Big Sisters of the Sun Coast, Inc. ("Big Brothers Big Sisters") and the School Board of Manatee County, Florida (the "Board"), for the school year 2023-2024 this 1st day of July 2023, for the 2023-2024 School Year only. It will expire on June 30, 2024.

Purpose: To provide one-to-one mentoring to students enrolled in Manatee County Schools through the "Bigs In School Program".

Big Brothers Big Sisters agrees to:

Big Brothers Big Sisters agrees to follow The School District of Manatee County's protocols:

1. Administer the Bigs in School program.

2. Screen every Big Brother and Big Sister applicant according to the National Standards and Procedures of Big Brothers Big Sisters of the Sun Coast, Inc., and Big Brothers Big Sisters of America. This screening shall include Orientation, In-depth Interview, Reference Checks, Police Background Checks and Fingerprinting as more fully set forth below.

3. Provide volunteer training for each accepted Big Brothers Big Sisters Volunteer.

4. Assess each student who is referred to the Bigs in School program. This assessment includes Orientation, Interview, and School Assessment.

5. Match a Big Brothers Big Sisters volunteer with a student referred to the Bigs in School program and share with the appropriate school personnel, the results of the matches.

6. Provide agency activities for all Bigs in School matches.

7. Provide on-going supervision for all Bigs in School matches.

8. Assure that each of its volunteers assigned hereunder has been fingerprinted and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. As per the Jessica Lunsford Act, more fully incorporated herein. Report the results of all such background investigations and fingerprinting in writing to the District.

9. Big Brothers Big Sisters shall abide by all state and federals laws and regulations governing student privacy and shall maintain the confidentiality of any grades transmitted to it by the Board in a confidential manner and hereby agrees not to discriminate, distribute, or communicate said grades to any individual, organization or any such person who does not evaluate such information under the agreement.

10. Hold harmless, indemnify, and defend the Board , its agents, servants, employees, in their official and individual capacity, from demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from the Board, its agents or employees , in their official or individual capacity: by reason of any damage to property or injury or death of any person which arises out of it, is incident to, or in any manner connected with this agreement, specifically including the Board's routine day-to-da y supervision of volunteers. This provision shall survive termination of this agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

11. Provide pay for and maintain a minimum of $1,000,000 comprehensive general liability insurance by an insurance company acceptable to Board who are 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 naming the Board as an additional insured. In addition, provide Worker's Compensation insurance. 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 Board, 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. Big Brothers Big Sisters shall deliver to Board properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Board upon execution of this agreement and any time during the term of the Agreement upon request. Board shall also be furnished with full copies of all policies upon request.

12. Abide by all District rules and policies related to all matters involving this agreement.

13. The parties shall not discriminate against any employee, participant, or student, in the performance of the duties and responsibilities and obligations under this agreement because ofrace, age, religion, color, gender, national origin, marital status, disability or sexual orientationunder all statutes and regulations of the State of Florida and the United States.

14. Provide each school with the Big Brothers Big Sisters of the Sun Coast, Inc. CB/Bigs in School/Site Based Mentoring Program Application/Permission Form, whereby the parent(s) or guardian signature must be notarized or signed and witnessed in the presenceof a staff member at the participating school.

15. Provide a copy of the executed Permission Form to the District.

16. Provide the District with a complete list of mentor matches, providing an updated list as the list is updated.

Big Brothers Big Sisters agrees to transmit to the District the student names, grade levels, and schools in an excel spreadsheet format, two weeks prior to each Record Day.

The Board agrees to:

1. To the extent permitted by law and FERPA, refer to Big Brothers Big Sisters students who have an identified need for a mentor.
2. Procure the permission of the parent/guardian for the students' participation in the Bigs in School Program, using the School/Site Based Mentoring Program Application/Permission Form, provided by Big Brothers Big Sisters, whereby the parent(s) or guardian signature must be notarized or signed and witnessed in the presence of a staff member at the participating school.
3. Assist with the scheduling of the mentoring time between the students and the Big BrothersBig Sisters mentor.
4. Provide space for mentors and students to meet.
5. Provide an area for training volunteer mentors.
6. The School District of Manatee County will provide data collection and aggregate analyses for student groups of 10 or more (excluding individual student data) and the management processes needed to ensure that continuous progress is made in areas that are supported by the Big Brothers Big Sisters of the Sun Coast, Inc. These areas include:

Elementary Schools:

- Improved attendance (10% cut-off, percent of students who have more than 10% absences).
- K-5 ELA: Improved progress towards grade level proficiency on State Progress Monitoring Assessments (administered at beginning, mid-year, and end of year). (If looking for outcomes for success: we will provide: meeting State Proficiency and State Growth/Learning Gains targets).

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

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

Timeline for data dissemination: Twice per year (February and June) for attendance data. Twice per year: (February and June) for State Progress Monitoring data.

Middle Schools:

- Improved attendance (10% cut-off, percent of students who have more than 10% absences).
- 6-8 ELA: Improved progress towards grade level proficiency on State Progress Monitoring Assessments (administered at beginning, mid-year, and end of year). (If looking for outcomes for success: we will provide: meeting State Proficiency and State Growth/Learning Gains targets).

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

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

Timeline for data dissemination: Twice per year (February and June) for attendance data. Twice per year: (February and June) for State Progress Monitoring data.

High Schools:

- Improved attendance (10% cut-off, percent of students who have more than 10% absences).
- Improved progress toward grade level proficiency, including state ELA assessment for 9-10th grade, Algebra 1, Geometry, US History, Biology.
- Improved credits for credit deficient students.
- Improved progress towards concordant scores for students yet to meet 10th ELA or Algebra 1 testing requirements for graduation.

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

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

Timeline for data dissemination: Twice per year (February and June) for attendance data. Twice per year: (February and June) for State Progress Monitoring data.

Other Provisions:

COMPLIANCE WITH JESSICA LUNSFORD ACT:

The School District of Manatee County and State of Florida, requires all contractors/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:

http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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 waiverof sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

PUBLIC RECORDS:

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

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

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 Actof 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

STUDENT RECORDS:

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

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

TERMINATION:

Either party to this agreement may terminate the agreement with 30 days written notice to:

If to Big Brothers Big Sisters: **Big Brothers Big Sisters of the Sun Coast, Inc.**
1000 S Tamiami Trail
Venice, FL 34285

If to the Board: **The School Board of Manatee County**
215 Manatee Ave. West
Bradenton, Florida 34209

ENTIRE AGREEMENT:

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

BIG BROTHERS BIG SISTERS OF THE SUN COAST, INC.

By: Joy Mahler 11/28/23
Joy Mahler, President/CEO — Date
Big Brothers Big Sisters
of the Sun Coast, Inc.

THE SCHOOL BOARD OF MANATEE COUNTY

By: _____ _____
Chad Choate III — Date
Board Chair

By: _____ _____
Dr. Jason Wysong — Date
Superintendent

AGENDA ITEM NO. 11.36

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Ten Braden River High School Journalism students and their advisor, Jessica Reid will attend the Columbia Scholastic Press Association's Spring convention in New York City. This fabulous opportunity for students to be taught by professional journalists and Columbia professors while experiencing all the culture and entertainment that New York City has to offer.

The Columbia Scholastic Press Association's is a semi-annual gathering of students and faculty advisors to attend and partner to prepare hundreds of practical and professional learning sessions, from high-profile keynotes to specific, problem-solving breakout's, hands-on workshops and discussion groups.

The exposure for the students in this event greatly increases their likelihood of gaining exposure for the opportunity for college scholarships and thus helping them reach the goal of a college education. Experiences gained by our students may be brought back and shared with students at Braden River High School and throughout the district.

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

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

Recommendation
The Superintendent recommends approval for the Braden River High School Journalism students to attend the Columbia Scholastic Press Association Convention in New York, New York, March 13-16, 2024, (No Financial Impact)

Financial Impact
The entire trip is based upon funds available from fundraisers and donations prior to travel and there is no cost to the district.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
BRHS Journalism Students Travel to New York, NY 3.13-3.16.2024

School District of Manatee County 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 10/16/23 Field Trip Date: 3/13/24-3/16/24 School: Braden River H.S.

Date / Time of Departure from school: 3/13/24

Date / Departure time from field trip location: 3/16/24

Arrival time back at school:

Field Trip Coordinator Jessica Reid

Trip Destination – Name: 100th Annual CSPA Spring Convention

Address: Columbia University, New York
90 Morningside Dr. 10027

Phone: 212-854-9400 Website: cspa.columbia.edu/conventions-and-workshops/spring-convention

Brief Description/Educational Purpose of the Trip:
Journalism students will attend workshops to learn about writing, photography, design and leadership. They will network with students from across the country.

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)
- (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 TripHandbook 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: Journalism-Yearbook # of Students: 10

# of Chaperones: 1

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: _____ Contact Info: _____

✓ Other parent/airline/bus/subway

The following information must be included for non-District transportation providers:

Name of Transportation Provider: _____

Address of Transportation Provider: _____

Phone # Transportation Provider: _____

Year, Type, & Make of Vehicles: _____

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 _____
Transportation Cost _____
Other Cost_ _____
Total cost of the trip _____

Internal Account# _____
Admission Fee _____
Cost per student $1500 (est.)

How Trip is Funded:

_____ Discretionary
_✓_ Internal Accounts
_✓_ Students Pay

_____ District
_____ Other

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Signature of Field Trip Coordinator — *Date* 10/16/23

Principal Signature/Date

Signature of Sponsor/Date(Initial Approval of Request)

Signature Depart./Team Chair/Date

Final Principal Signature/Date Dir.(H.S.)/Date(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities

Type "B" and "C" Signature Approvals Below

Willie Clark
Willie Clark (Oct 27, 2023 13:47 EDT)

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Oct 27, 2023 13:56 EDT)

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.

AGENDA ITEM NO. 11.37

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The Manatee High School Wrestling team has been invited to attend the 2023 Lenape Valley Holiday Wrestling Tournament in Stanhope, New Jersey. The event is scheduled for December 26-31, 2023.

Manatee High School will participate in the Holiday Wrestling Tournament held at Lenape Valley Regional High School. Manatee High School will wrestle great teams from the state of New Jersey. The trip to New Jersey will be a great experience for the student athletes as they visit New York City.

This experience allows the student athletes added exposure to college coaches while fostering sportsmanship and team building. This also allows the student athlete to be exposed to travel and cultures through competition with athletes from around the nation.

Experiences gained by our students may be brought back and shared with students at Manatee High School and throughout the district.

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

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

Recommendation
The Superintendent recommends approval for the Manatee High School wrestling team to participate in the 2023 Lenape Valley Holiday Wrestling Tournament in Stanhope, New Jersey on December 26-31, 2023, (No Financial Impact)

Financial Impact
The entire trip is funded through the Manatee High School Booster Club and at no cost to the district.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
MHS Wrestling Team Travel to Stanhope, NJ 12.26.23-12.31.23

School District of Manatee County 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: 11/2/23 Field Trip Date: 12/26/23 School: Manatee High
Date / Time of Departure from school: 12/26/23- TBD
Date / Departure time from field trip location: 12/31/23
Arrival time back at school: TBD
Field Trip Coordinator ANDREW GUGLIEMINI
Trip Destination – Name: LENAPE VALLEY REGIONAL HIGH SCHOOL
Address: 28 STANHOPE RD STANHOPE, NJ 07874

Phone: 973-347-7600 Website: WWW.LVHS.ORG

Brief Description/Educational Purpose of the Trip:
Manatee wrestling will be traveling to compete against great competition in the Northeastern US while gaining exposure to college programs as well as utilizing the time for team growth. This opportunity will allow for students to experience cultural aspects of a different region of the US while representing MHS.

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: Manatee Wrestling # of Students: 16
# of Chaperones: 2

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)
__X__ Rental Vehicle
_____ Educational Tour Group Name: _____ Contact Info: _____
_____ Other _____

The following information must be included for non-District transportation providers:
Name of Transportation Provider: _____
Address of Transportation Provider: _____
Phone # Transportation Provider: _____
Year, Type, & Make of Vehicles: _____

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 _____
Transportation Cost $1000.00
Other Cost_____
Total cost of the trip_____

Internal Account# 19030
Admission Fee_____Cost per student_____

How Trip is Funded:
___ Discretionary ___ Students Pay___District
X 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* 11/2/23

Principal Signature/Date (Initial Approval of Request) 11/2/23

Signature of Sponsor/Date

Signature Depart./Team Chair/Date

Signature Activities Dir.(H.S.)/Date

Final Principal Signature/Date (Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Type "B" and "C" Signature Approvals Below

Willie Clark
Willie Clark (Nov 15, 2023 12:20 EST)

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Nov 15, 2023 12:48 EST)

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.

AGENDA ITEM NO. 14.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the North River Charter Academy Application

Executive Summary
Florida Statute 1002.33(6)(b) requires that Manatee County School District School Board shall receive and review all applications for a charter school. Every effort is made to ensure that the review process is fair and transparent. North River Charter Academy submitted an application for a charter school to serve the K-8 grade population with a projected enrollment of 488 in the 2025-26 school year for grades K-4, with a maximum enrollment of 1310 by Year 5 for grades K-8. The 2024-2025 school year will serve as a planning year.

The initial panel of reviewers included a varied group of district administrators with expertise in a variety of areas related to the effective operation of schools. The initial panel of reviewers presented the findings from the review to the Charter Review Panel. The charter school applicants were also interviewed. The interviews offered the applicant an opportunity to demonstrate the organizing group's capacity to implement the ideas as presented in the application as well as an opportunity to respond to clarifying questions from the Charter Review Panel. The Charter Review panel has reviewed the application and discussed the findings from the initial panel of reviewers.

North River Charter Academy application meets the state requirements as set forth in Florida Statute 1002.33.

The approval of the charter school application from North River Charter Academy will ensure that all children will have an opportunity for a quality learning experience.

A copy of the Application is attached, along with a copy of the Evaluation Instrument.

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

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

Recommendation

The Superintendent recommends approval of the charter application from North River Charter Academy.

Financial Impact
NRCA will receive ninety-five percent (95%) of the Full-Time Equivalent (FTE) and other appropriate funds based on actual enrollment as reported in FTE survey reports.

Contact
Prepared by: Dr. Valerie Hyer
School Board Meeting: December 12, 2023
Attachments: Application, Evaluation Instrument

Attachments:
NRCA_Charter_Application_FINAL_2023-2024
NRCA Evaluation 12.05.23

MODEL FLORIDA CHARTER SCHOOL APPLICATION

NORTH RIVER CHARTER ACADEMY
Submitted August 31, 2023

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APPLICATION COVER SHEET

NAME OF PROPOSED CHARTER SCHOOL: North River Charter Academy

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED: North River Charter Academy, Inc.

If a non-profit organization, has it been incorporated with Florida's Secretary of State? Yes
Provide the name of the person who will serve as **the primary contact** for this Application.
The primary contact should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON: William Staros, Jr.

TITLE/RELATIONSHIP TO NON-PROFIT: Regional Vice President, FORZA Education Management, LLC

MAILING ADDRESS: P.O. Box 830 Parrish, FL 34219

PRIMARY TELEPHONE: (954) 347-1540 ALTERNATE TELEPHONE: (727) 642-9319

E-MAIL ADDRESS: wstaros@forzaedu.com

Names, roles, and current employment of all persons on applicant group, i.e., anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines, as necessary.

Full Name	Current Job Title & Employer	Role with Proposed School
Mark McCabe	Loan Office, Summit Mortgage	Board President
Fugang (Frank) Zhou	Small Business Owner	Board Vice President
Gwen DaPore	Retired Educator	Board Secretary
Charles Malatesta	CEO, FORZA Education Management	ESP
William Staros, Jr	Regional Vice Pres., FORZA Education Management	ESP
Jose Rubio	Regional Vice Pres., FORZA Education Management	ESP
Curtis Fuller	Building Hope	Consultant
Jenna Hodgens	Educational Consultant	Consultant
Raquel M. Espinosa	Educational Consultant Impact Learning Strategies, LLC	Consultant

Projected Date of School Opening (Month/Year): August 2025

Do any of the following describe your organization, or the school proposed in this application?

No Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*)
No Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.
No Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.
No Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.
Yes Will contract or partner with an Education Service Provider (ESP). *(See definition of an ESP in the Addendum, which applicant must complete if using an ESP.) If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.*
Name of ESP: **FORZA Education Management, LLC**
No Seeks approval to replicate an existing school model. (See definition of a replication in the Addendum, which applicant must complete if replicating a school model.)
No Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S. *(Applicant must complete Addendum A1.)*

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the
upcoming school year other than the one presented here? __ Yes **X No**

State	Authorizer	Proposed School Name	Application Due Date	Decision Date
		N/A		

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? **__ Yes** **X No** If yes, complete the table below (add lines as necessary).

Planned School Name	Authorizer	City, State	Opening Date
N/A			

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? X Yes No *If yes, complete DOE Form IEPC-M1A which can be found at*

http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference, and include as Attachment DD.

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

Mark McCabe — *Signature*

Board President — *Title*

Mark McCabe — *Printed Name*

July 31, 2023 — *Date*

EXECUTIVE SUMMARY

In the 21st century, it has become imperative for every country to raise individuals who are scientifically literate, who can keep up with the changing information and technology, who will respond to the needs of the education and business world, and who have high-level of cognitive skills. North River Charter Academy (NRCA) will endeavor to teach students relevant, in-demand skills that will prepare them to become innovators in an ever-evolving world. In its efforts to equip students with the skills and knowledge they will need to be successful innovators in a 21st century workforce, the school will incorporate a focus on STEAM—the educational discipline that engages students around the subjects of Science, Technology, Engineering, the Arts and Math. STEAM is an educational discipline that aims to spark an interest and lifelong love of the arts and sciences in children from an early age. Science, Technology, Engineering, the Arts and Math are similar fields of study in that they all involve creative processes, and none uses just one method for inquiry and investigation. Through a focus on STEAM disciplines, North River Charter Academy aims to promote critical thinking and problem-solving skills amongst all learners, regardless of academic levels and backgrounds. The NRCA Board believes that STEAM plays a critical role in students' global competitiveness and future economic prosperity.

Literacy skills are essential for academic, career, and economic success. For students, the process of learning to read constructs the foundation for everything that comes after it, opening new worlds of limitless potential, from learning to discerning, achieving, and innovating. Reading proficiently is essential for all students as it allows students to access content across the subject areas and learn about subject matters outside of their environment. Early reading instruction is the single most urgent task in the field of education. NRCA believes that there is nothing more important than teaching young people to read. NRCA further believes that all students can become skilled readers, and the best way to get them there is explicit, systematic, and evidence-based literacy instruction grounded in the body of research that has proven that teaching students to read is an art and a science. NRCA has reviewed extensive research that has been conducted over several decades on the **Science of Reading (SOR)**. These studies address a vast array of questions, including the specific elements required for children to learn to read, and how educators can best help them become skilled readers**.** Based on its review, NRCA has determined that a **Structured Literacy** approach is the most effective instructional technique for successful reading development. Structured Literacy refers to teacher-led instruction that delivers explicit, systematic literacy education, including important components of literacy from phonics to reading comprehension. NRCA will use a Structured Literacy approach to empower educators to help all students become stronger readers.

Throughout their lives, students will be asked to solve problems, analyze information, think critically, and communicate their ideas effectively about myriad topics. For students to develop these skills, writing needs to be taught and practiced across disciplines. Frequent writing in courses has been shown to improve content retention, critical analysis, and literacy. Students who process course material through writing retain that information longer, improve critical thinking skills, and become more nuanced readers and writers. NRCA will prioritize **Writing Across the Curriculum (WAC)** as a means of helping students internalize the content they are learning within each discipline. "Writing to Learn" (WTL) is a strategy that helps students think deeply about a text by activating background knowledge about a text, recording thinking while reading a text, and

extending thinking about what was read. It is used before, during, and after reading a text. NRCA will use this strategy to support students' comprehension and understanding of the material they are learning in each content area.

NRCA believes that focusing on academics alone does not provide a well-rounded and robust learning program for students that will meet the needs of the whole child. As such, NRCA will implement the ***Leader in Me*** program which embodies a holistic approach to education, redefining how schools measure success. This approach empowers educators with effective practices and tools to teach LEADERSHIP to every student; create a CULTURE of student empowerment; and align systems to drive results in ACADEMICS. Research findings reveal that schools that have implemented *Leader in Me* have seen a positive impact on student behavior and an increase in student engagement and academic achievement. Furthermore, the program has helped prepare teachers to create goal-centered classrooms that empower students to lead their own learning.

The mission and vision of North River Charter Academy captures the beliefs and philosophy of the school's educational program. The statements provide an overview of the Board's mission and vision for all students and define the culture that will be fostered and embedded at the school.

*The **Mission of North River Charter Academy** is to provide a challenging, innovative, and authentic learning environment for all students that fosters curiosity, creativity, and critical thinking through a hands-on learning approach that focuses on the STEAM disciplines in a school environment where every child feels welcomed. Our students will develop key skills such as collaboration, problem solving, and leadership that will inspire them to become lifelong learners and prepare them to solve real-world problems using their knowledge and skills.*

*The **Vision of North River Charter Academy** is to establish a student-centered and nurturing learning environment that actively engages all students in their learning and leads them toward achieving their maximum potential both academically and personally. Our vision is that each child will develop socially, emotionally, physically, and intellectually through the care, guidance, and support provided by our staff.*

NRCA's Guiding Principles emphasize not only the academic success of each child, but also the social, emotional, and physical well-being of each student. Additionally, the Guiding Principles focus on building trust with families and the community through open communication, positive relationships, and a welcoming environment that encourages and empowers parents and other members of the community to be full partners in the academic success of all students.

The NRCA Board of Directors is committed to fostering the school's mission, vision, and guiding principles which focus on providing an exceptional program for students in the Parrish/North River area of Manatee County. NRCA will offer families another educational option for their children and will attract students interested in the STEAM disciplines. The Board and applicant team, coupled with the support and expertise of FORZA Education Management, have the capacity to successfully open and operate a high-quality school as already achieved with their successful opening and operation of Gulf Coast Charter Academy South, Oak Creek Charter School of Bonita Springs, and Parrish Charter Academy.

I. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

A. Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.

Mission

The Mission of North River Charter Academy is to provide a challenging, innovative, and authentic learning environment for all students that fosters curiosity, creativity, and critical thinking through a hands-on learning approach that focuses on the STEAM disciplines in a school environment where every child feels welcomed. Our students will develop key skills such as collaboration, problem solving, and leadership that will inspire them to become lifelong learners and prepare them to solve real-world problems using their knowledge and skills.

Vision

The vision of North River Charter Academy is to establish a student-centered and nurturing learning environment that actively engages all students in their learning and leads them toward achieving their maximum potential both academically and personally. Our vision is that each child will develop socially, emotionally, physically, and intellectually through the care, guidance, and support provided by our staff.

Guiding Principles

North River Charter Academy's Eight Guiding Principles are as follows:

1. Provide a challenging, innovative, and authentic learning environment where all children learn through hands-on experiences and problem-solving.
2. Provide a student-centered and collaborative learning environment that allows students to become active participants in their own learning.
3. Recognize the individuality and potential for each child to succeed both academically and personally.
4. Motivate students to take risks and build self-confidence and independent thinking by providing students with a learning environment that invites students to express opinions and ideas.
5. Nurture the individual and unique talents and skills of all children to help them reach their full potential.
6. Foster a caring and supportive learning environment that emphasizes the social, emotional, physical, and intellectual development of each child.
7. Promote life skills such as leadership, responsibility, accountability, problem solving, adaptability, effective communication, collaboration, teamwork, initiative, self-direction, self-reliance, self-discipline, and self-confidence.

8. Build trust with families through open communication, positive relationships, and a welcoming environment that encourages and empowers parents to be full partners in the academic success of all students.

B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE 3 (2.A)
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE 77 *(*10.C)
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE 50 (5.C)

C. Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) 1, 24, 53, 75, 90, 97
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) 26-37, 44-45
- *Encourage the use of innovative learning methods.* PAGE(S) 3, 5, 6, 7
- *Require the measurement of learning outcomes.* PAGE(S) 50-53

D. Provide the page number(s) of the material within this application that describes how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A." This section is optional.

In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.* PAGES(S) 51, 52
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGE 5
- *Expand the capacity of the public school system.* PAGE 5
- *Mitigate the educational impact created by the development of new residential dwelling units.* PAGE 5
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGE 96

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the

school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences they should be described in Section 14 of the application.

North River Charter Academy (also referred to as "NRCA" or "the School") will accept all students who submit a timely application, unless the number of applications exceeds the capacity of the grade level or building in accordance with its charter school contract. In such a case, all applicants will have an equal chance of being admitted through a random selection process. The school will use a lottery system for admissions when enrollment numbers exceed maximum school or grade capacity. It is anticipated that the majority of students who enroll at NRCA will be from Manatee County and, primarily, the local Parrish community and surrounding areas. However, in accordance with s. 1002.31(2)(a), F.S., the School will allow parents from other school districts to enroll students who are not subject to a current expulsion or suspension provided the school has not reached its maximum capacity. According to FLDOE's EduData Portal, the 2022-2023 student demographics were as follows: 61% economically disadvantaged, 12% current ELL; 15% student with disabilities; 41% White; 36% Hispanic; 12% Black; 5% Multi-Racial; 2% Asian: and 0.1% American Indian. Students residing in the district may not be displaced by a student from another district seeking enrollment under this open enrollment process, as stipulated in s.1002.31(2)(e). NRCA will not discriminate in the admission of students in accordance with the Florida Education Equity Act. Students with disabilities and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in the School.

In accordance with s. 1002.33(10)(d), F.S., enrollment preferences will be given to the following student populations:

1. Students who are siblings of a student enrolled at the school
2. Students who are the children of a member of the Governing Board of the school
3. Students who are the children of an employee of the school
4. Students who are the children of an active-duty member of any branch of the United States Armed Forces.
5. Students who have successfully completed, during the previous year, a voluntary prekindergarten education program under ss. 1002.51-1002.79 provided by the charter school, the charter school's governing board, or a voluntary prekindergarten provider that has a written agreement with the governing board.
6. Students who are the child of the School's Safe School Officer which includes School Resource Officers, School Safety Officers, School Guardians or a School Security Guard.

NRCA will provide an opportunity for parents of students in grades K-8 to enroll their children in a school that will offer a challenging, innovative, and authentic learning environment with a focus on STEAM disciplines (Science, Technology, Engineering, the Arts, and Mathematics). NRCA aims to meet high standards of student achievement and provides parents with another option to choose for their children's education in accordance with their children's interests or talents.

B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

NRCA intends to serve students in the Parrish/North River area of Manatee County.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

NRCA will comply with the maximum class size requirements stipulated in s.1003.03, F.S., and referenced in s 1002.33(16)(b)3., F.S. The enrollment projections and budget presented in this application are consistent with statutory requirements. The student enrollment numbers for the first five years which are provided in the chart below are a projection, and the Governing Board would like to be able to accommodate additional students who are interested in attending NRCA, above and beyond the projected enrollment numbers stated below, if the School has the grade level and building capacity, and in accordance with the School's charter contract with the Sponsor.

Grade Level	Number of Students				
	Year 1 2025-2026	Year 2 2026-2027	Year 3 2027-2028	Year 4 2028-2029	Year 5 2029-2030
K	108	108	126	144	144
1	90	108	108	126	144
2	90	90	108	126	126
3	90	90	90	126	126
4	110	110	110	154	154
5	-	110	110	154	154
6	-	-	110	154	154
7	-	-	-	154	154
8	-	-	-	-	154
TOTAL	488	616	762	1,138	1,310

D. Provide a brief explanation of how the enrollment projections were developed.

Student projections were developed based upon the Governing Board's previous experience with student demand and the number of applications received by the school's sister school, Parrish Charter Academy. NRCA will be located 8-10 miles away from the existing charter school which currently has a waiting list of 207 students with several more enrollment windows to come. NRCA will be providing bus transportation in its initial year. Additionally, the Parrish VPK center that feeds into our existing school has approximately 180 students on its waitlist and graduates approximately 90 students per year that attend our existing schools. The NRCA applicant group intends to build a standalone VPK building at the site of North River which will also feed into the new school.

Manatee County continues to grow with vibrant new communities. According to Florida Department of Education EduData portal, the student enrollment counts for Manatee County Public Schools has steadily increased during the past three years. From the 2020-21 to the 2022-2023 school year, student enrollment in Manatee County increased from 49,181 students to 51,234 students, an increase of 2,053 students or approximately 4.1%. To select an appropriate target location for the School, the NRCA applicant team conducted an analysis of the schools, real estate,

and census data within Manatee County. The goal was to locate inhabited areas that were densely populated enough to support an additional elementary and middle (K-8) school, coupled with said area occupied by a diverse student population, and one with enough real estate that could accommodate a 50,000 SF school facility. A map showing the current and future development projects in the northern sector of Parrish, Florida, is included as Addendum FF.1 (taken from the Manatee County Development Trends webpage). The colors on this map identify Residential Projects (purple), Mixed Use Developments (blue) and Commercial Projects (orange). The NRCA applicant team has identified possible site locations for North River Charter Academy using black dots but is open to developing in other others within this general location. There are a few schools noted on this section of the map, including Parrish Charter Academy and Parrish High School, as well as the Buffalo Creek Middle school expansion and Barbara A. Harvey Elementary school, which is currently at capacity and using modular classrooms. Additionally, William Elementary School is to the south of our proposed location and is also at capacity and uses modular classrooms.

The additional residential and mixed-use developments are estimated to have a dwelling capacity of 21,395 residential units which would be reachable by NRCA transportation or within driving distance of parents who apply for the school. In addition, there are several proposed residential units to be developed to the south of our proposed locations which would increase possible future enrollment by an additional 4000-7000 units. We believe that the current trends show growing families are relocating to this area with its continued development and will include school-aged children. The area is also soon to be home to the new North River Ranch Village Center and the new Parrish Centre which will provide new community partnerships as well as bring new jobs to the area which will continue to impact the future growth of this area. The Parrish Civic Association has expressed its support for the building of a new school within the Parrish Community to support the exponential residential growth over the last three to five years. In a letter of support sent by Jennifer L. Hamey, Esq., President of the Parrish Civic Association to the NRCA applicant team, she states that Manatee County has approved additional residential projects in Parrish and the surrounding areas that will results in the building of over 10,000 new homes in the next two to five years. According to Ms. Hamey, the Parrish Civic Association is supportive of the opening of new schools to support the additional student population that will result from the construction of the new residential projects. (See Letter of Support from the Parrish Civic Association included as Attachment T.4.

Although Manatee County schools offer numerous programs for students, NRCA expects to attract a sufficient number of students to meet its enrollment projections based on its and robust and innovative program offerings that that provide rigorous competition and expand the capacity of the school system. The School will be marketed during its student recruitment campaign.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

NRCA anticipates opening the school with students in grade K-4 and growing the school by one grade level each year. The projected enrollment figures represent realistic attainable growth. The projections are based on current enrollment and waiting lists at NRCA's sister school as well as at the VPK that feeds into it. Additionally, the new housing units to be developed in the areas surrounding the new school have been taken into consideration when making enrollment

projections. A map that pinpoints the potential sites for NRCA, and the projected new developments in the surrounding areas, is included in Addendum FF.

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program.

North River Charter Academy will provide a highly structured and engaging educational program that promotes the school's mission, vision, and guiding principles. In accordance with NRCA's purpose, goals, and the key tenets of its mission and vision, the NRCA will focus on providing students with a challenging, innovative, authentic, and student-centered educational program that is comprised of four key components:

I. **STEAM FOCUS** - *Integrated Approach*
II. **SCIENCE OF READING** - *Structured Literacy Approach*
III. **WRITING ACROSS THE CURRICULUM (WAC)** - *School-Wide WAC Initiative*
IV. **STUDENT LEADERSHIP FRAMEWORK** - *Leader in Me Program*

STEAM FOCUS

NRCA recognizes the importance of Science, Technology, Engineering Art, and Mathematics (STEAM) education in students' college and career preparedness. Most of the fastest growing-growing occupations in the United States depend upon proficiency in mathematics, scientific knowledge, and technological skills. STEAM is an approach to learning that allows students to take risks, engage in hands-on learning and problem solving, embrace collaboration, and work through the creative process. STEAM adds "the Arts" into STEM. The addition of Arts to STEM to create STEAM is about incorporating creative thinking and applied arts in real situations. By integrating the Arts into lessons, students can see how disciplines connect and work together. According to Lathan (2023), "an important part of this educational approach is that students who are taught under a STEAM framework are not just taught the subject matter, but they are taught how to learn, how to ask questions, how to experiment and how to create." STEAM addresses the 4 C's identified as key in 21st Century education: Creativity, Collaboration, Critical thinking, and Communication.

Integration of STEAM Across the Educational Program

At NRCA, leaders and professional staff will provide learners with experiences that integrate all STEAM disciplines with an emphasis on processes and practices associated with STEAM. Through collaborative planning, teachers will ensure integration of disciplines and utilize curriculum and hand-on activities that engage students in units of study that include research, gathering of information, inquiry, problem identification, investigation, analysis, and creative problem solving. Teachers will serve as facilitators who provide guidance and support so that students learn to be self-directed and managers of their own learning experiences. The goal is to provide students with opportunities to be critical and creative thinkers. NRCA will use *KnowAtom* as a supplementary program in science for students in grades K-8. The *KnowAtom* curriculum launches students on a year-long process of hands-on discovery in three dimensions. The lessons build a big-picture narrative of what science and engineering are and use storylines to bring the content to life in scenarios where students investigate phenomena and design solutions to problems

(https://www.knowatom.com/stem-curriculum).

NRCA will actively promote its focus on STEAM through the ongoing communication of its mission and the integration of STEAM throughout the entire school. Teachers will create STEAM-focused classrooms and learning environments. The Art teacher will collaborate with core teachers to integrate content material into art projects and vice versa. Each classroom will have a classroom library that includes fiction and non-fiction books related to STEAM areas. An important component in integrating STEAM across all grade levels is to for leaders and teachers to participate in an ongoing system of STEAM-related professional learning. Professional learning can occur through onsite presentations, professional learning communities, modeling, coaching, online learning modules, book studies, local workshops, and conferences. Professional learning should focus on expanding both content knowledge, content delivery, and teaching practices that promote high student engagement, rigorous tasks, authentic learning experiences, and project-based learning through an integrated approach.

NRCA will proactively seek to establish partnerships with community organizations, including local businesses, STEAM practitioners, and institutions of higher education to receive resources and support in promoting STEAM teaching and learning. Additionally, NRCA will plan and facilitate STEAM events and activities to engage school and community stakeholders during and beyond the school day. NRCA will provide a variety of STEAM-specific extracurricular and extended day opportunities for students across all grade levels such as clubs, competitions, and, if feasible, summer camps. Upon opening the full middle school at NRCA, serving students in grades 6, 7, and 8, NRCA's course offerings will include an advanced math course as well as selected CTE course clusters with the goal of having students participate in selected STEAM-related courses.

SCIENCE OF READING

According to the University of Florida Literacy Institute (UFLI), the term "science of reading" refers to the research that reading experts have conducted on how we learn to read. According to UFLI, "This body of knowledge, including research from the fields of education, linguistics, cognitive psychology, and neuroscience, has formed the basis of what we know to comprise effective reading instruction in that it is explicit, systematic, and offer many opportunities to respond" (https://ufli.education.ufl.edu/foundations/toolbox/). Research on the science of reading provides extensive evidence on why some students have difficulty in reading and writing, and how educators can most effectively assess, teach, and improve student outcomes through prevention of and intervention for reading difficulties. Additionally, research has shown that reading comprehension consists of two key skills: *word recognition* and *language comprehension*. When students lack word recognition skills, reading comprehension is diminished. Examples of instructional practices to promote *word recognition* (aligned to the science of reading) include the following:

- Phonemic awareness and letter instruction: Instruction in the identification of phonemes in spoken words and how they link to letters.
- Explicit and systematic instruction in how to decode (read) and encode (spell) words, including word part analysis (e.g., syllables, morphemes).
- Connected text reading to build reading accuracy automaticity, fluency, and

comprehension.

Examples of instructional practices to promote *language comprehension* (aligned to the science of reading):

- Read-alouds from a variety of complex texts to build knowledge and vocabulary.
- Robust conversations to develop students' academic language (e.g., narrative and inferential language).
- Explicit instruction in grammatical structures and academic vocabulary within the context of other reading activities.

According to the research on the science of reading, a well-designed reading program will teach the following foundational skills in a structured approach:

- Phoneme awareness
- Letter formation
- Phonics
- Spelling
- Meaningful word parts
- Comprehension

All of these aspects of the science of reading will be systematically, sequentially, and cumulatively placed in a scope and sequence that is then directly taught to students.

A Structured Literacy Approach

Reading instruction for all students will follow evidence-based methods and strategies grounded in the science of reading. The School will use a Structured Literacy Approach to assist readers of all ages and ability levels. Structured Literacy is an approach to teaching reading that is based on the science of reading and years of research into how a child's brain acquires and processes information. As a result, Structured Literacy avoids assuming a child will identify or discover patterns in words to efficiently read and spell. Structured Literacy hinges on a well-developed, systematic, and cumulative curriculum that directly teaches students phonology, sound-symbol association, syllables, morphology, syntax, and semantics in an explicit and diagnostic manner. Because Structured Literacy requires systematic and explicit instruction, the approach requires consistent and direct instruction by the teacher, as well as frequent student-teacher interaction. This approach allows for targeted and multisensory instruction which addresses a variety of learning styles and ability levels. Structured Literacy requires teachers to diagnose and monitor the progress of students as they learn to read using standard measures of assessment. The Structured Literacy approach provides an ideal reading instruction curriculum for students of all learning styles and abilities based on the science of reading. While phonics and decoding are major components of such, Structured Literacy does not consist solely of phonics instruction. There are seven key elements of Structured Literacy instruction:

1. **Phonology**: the ability to distinguish, segment, blend and manipulate sounds (phonemic awareness)
2. **Sound-symbol association:** understanding how to map sounds to letters/graphemes.
3. **Syllables:** knowing the 6 types of syllable/vowel grapheme conventions and how to distinguish syllables for decoding.

4. **Patterns and conventions of print (orthography):** recognizing written syllable patterns that help a reader divide longer words into readable chunks and understand spelling conventions.
5. **Morphology**: the knowledge of the smallest language units (morphemes) including affixes and root words which form complex words.
6. **Syntax:** understanding the grammar and mechanical principles which relate to and determine word function.
7. **Semantics**: the skills to convey, comprehend and appreciate language meaning.

To be effective, Structured Literacy instruction must be guided by the following evidence-based principles specifically stated in *Reading Success* published by the Giant Leaps Speech Company (https://www.giantleaps.nz/blog/structured-literacy-for-reading-success):

- ***Explicit:*** *Structured Literacy instruction must be explicit. It requires direct teaching of concepts with guided practice and continuous student-teacher interaction. The teacher does not assume the student has deduced any concepts or skills.*
- ***Systematic and Cumulative:*** *Structured Literacy instruction must be systematic and cumulative. The instruction must follow a logical and methodical sequence of skills which build upon one another.*
- ***Hands-on, Engaging, and Multimodal: Structured Literacy instruction*** *often includes hands-on learning such as moving tiles into sound boxes as words are analyzed, using hand gestures to support memory for associations, building words with letter tiles, assembling sentences with words on cards, color-coding sentences in paragraphs, and so forth. Listening, speaking, reading, and writing are often paired with one another to foster multimodal language learning.*
- ***Diagnostic and Responsive:*** *Structured Literacy instruction must be diagnostic and responsive. Teachers must use careful, continuous assessment to individualize instruction**.*** *Reading skills should be automatized so energy can be freed up for higher level comprehension and composition.*

WRITING ACROSS THE CURRICULUM

In today's increasingly complex and ever-changing world, the ability to write well is the difference between being empowered and being powerless. Students need analytical skills to sift through a deluge of information, understand all sides of an issue, and make informed civic decisions. Writing across disciplines can help by teaching students how to make sense of concepts and ideas through multiple lenses. Writing helps students to sort through ideas, analyze complex concepts, and articulate their thoughts. It also prepares them for a world in which they will need strong critical thinking skills in order to succeed. Throughout their lives, students will be asked to solve problems, analyze information, think critically, and communicate their ideas effectively about myriad topics. In order for students to develop these skills, writing needs to be taught and practiced across disciplines.

Dr. Ronald T. Kellog of St. Louis University notes that highly skilled writers are "able to maintain and manipulate in working memory representations of the author's ideas, the text itself, and the prospective reader's interpretation of the text." They anticipate how their ideas might be perceived by others and account for multiple perspectives. Thus, highly skilled writers exercise problem-solving and critical thinking throughout the writing process. NRCA recognizes that not every

teacher is highly proficient in developing students' reading and writing skills. Therefore, it is essential for the school to communicate the ***why*** and the ***how*** behind a writing across the curriculum initiative. When the right processes, pedagogy, and professional learning are put in place by a visionary leader, every teacher can truly become a literacy teacher. NRCA believes that students should write in all subjects daily. Researchers from the George Lucas Educational Foundation have concluded that writing improves learning by consolidating information in long-term memory, researchers explain.

Basic Principles of Writing Across the Curriculum (WAC)

Students need to learn content using a variety of strategies that include daily practice in writing in a variety of contexts. The following principles underlie WAC:

- Writing promotes learning.
- Integration of writing and the writing process promotes student participation, a diversity of student voices, and engages students as critical thinkers while promoting their texts as important resources and thinking tools.
- Effective writing instruction integrates disciplines.
- Writing in every class develops good writers.
- Using writing as part of instruction can be used in every classroom.
- Practicing the thinking and writing conventions of an academic discipline will allow students begin communicating effectively within that discipline.

Implementing a School-Wide Writing Across the Curriculum (WAC) Initiative

By implementing a Writing Across the Curriculum (WAC) initiative across the school, NRCA can unify staff around the commitment to deepen the level of learning and improve the life trajectories of its students. To successfully implement a school-wide writing initiative, the NRCA principal must communicate expectations through clear and measurable goals. To make your goals clear, and in doing so help students, teachers must focus on what they think is most important to learn. By using a rubric, teachers can define specific levels of achievement aligned with appropriate standards. Additionally, instructors can refer to the rubric description instead of having to write long comments. When students use rubrics, they can monitor and assess their progress as they work toward achieving intended goals (https://www.jjay.cuny.edu/how-use-writing-your-classes-improve-student-learning). Integrating writing across the curriculum requires a comprehensive strategy that includes relevant and tangible next steps as summarized below:

1. The first step towards implementing a successful Writing Across the Curriculum (WAC) initiative is to understand and address the potential unease your team may have with writing. When it comes to a cross-curricular writing initiative, administrators must empathize with the fact that many non-ELA teachers do not have significant training in writing instruction. The school must hold professional learning sessions throughout the year in literacy best practices that include training on the tools and strategies teachers are required to use to engage students in writing. As such, teachers will be committed, informed, and prepared.
2. To implement a WAC initiative, instructional leaders must get everyone on the same page. By implementing a unified, shared language for teaching writing across disciplines, colleagues can collaborate more easily around instruction and improving individual student performance. This creates consistency for students by reinforcing the same literacy skills and concepts across content areas.

3. Another critical piece in the successful implementation of a WAC initiative is to implement a clear and organized writing framework so that teachers make the instructional shift of bringing writing into their practice. When students, teachers, and administrators use the same words and framework to discuss writing, everyone can collaborate on the process with ease. The literacy framework should provide a scaffolded approach that engages all students in the writing process – no matter the discipline.
4. To have real, lasting results, students need specific, actionable feedback to improve their writing. Without teacher feedback, students may not learn how to improve. According to John Hattie's research, feedback from a teacher is the most effective influence on student achievement. As such, it is essential for teachers to incorporate regular feedback into the School's writing initiative. Below are several ways that teachers can provide individualized feedback to students on their writing:
    - Teachers can deliver rapid feedback during the drafting process via short, one-on-one conferences with students. During this time, the rest of the class rotates through an activity.
    - On a student's piece of writing, teachers can quickly describe "one grow" (something to work on) and "one glow" (something the student did well).
    - Students can use free resources like Grammarly that provide real-time feedback and instruction on mechanics and conventions, so teachers can focus on giving content- and organizational-specific feedback to students.
    - Teachers can train students how to engage in peer-to-peer editing to improve student writing. Feedback from peers is effective only when the students are well-trained, have very specific guidance, and are given feedback on their feedback.
5. For any writing initiative to be successful, it must include engaging discourse as well. Discussion and debate help students to clarify their thoughts, consider alternative perspectives, and engage more thoroughly with a lesson. Focused discourse can serve as a bridge between talking and writing in the classroom. When students discuss their ideas – whether one-on-one with peers, in small groups, or as a whole-group discussion – they can hone their thoughts by engaging with alternative points of view.
6. To ensure students regularly write across disciplines, teachers must support each other and hold one another accountable for progress. It is also important to set aside time for cross-curricular collaboration throughout the year via PLCs or dedicated planning meetings so teachers can align on topics, share resources, and discuss and reflect upon shared materials.
7. Leaders must establish a plan for measuring writing progress at the beginning, middle, and end-of-school year. Results must be shared regularly with each grade level or department team to determine what is working/not working.

Differentiating Writing for Students to Address Differing Skill Levels

NRCA will differentiate writing activities to address students' differing skill levels. Examples of differentiating instruction in writing are provided by Cathy Weselby (2014) as shown below (https://resilienteducator.com/classroom-resources/examples-of-differentiated-instruction/):

- Hold writing conferences with your students either individually or in small groups. Talk with them throughout the writing process starting with their topic and moving through grammar, composition, and editing.
- Allow students to choose their writing topics. When the topic is of interest, they will likely put more effort into the assignment and therefore learn more.

- Keep track of and assess student's writing progress continually throughout the year. You can do this using a journal or a checklist. This will allow you to give individualized instruction.
- Hand out graphic organizers to help students outline their writing. Try fill-in-the-blank notes that guide the students through each step of the writing process for those who need additional assistance.
- For primary grades give out lined paper instead of a journal. You can also give out differing amounts of lines based on ability level. For those who are excelling at writing give them more lines or pages to encourage them to write more. For those that are still in the beginning stages of writing, give them less lines so that they do not feel overwhelmed.

Below are real examples of writing lessons used across content area subjects in K-8 Classrooms as shown in the article *Why Students Should Write in All Subjects* (2021) published by edutopia (https://www.edutopia.org/article/why-students-should-write-all-subjects):

- "I wonder" journals: At an elementary school in Oakland, Maryland, teachers encouraged students to ask "I wonder" questions" to push their learning beyond the classroom. After visiting a local barn and garden, for example, the teacher realized his fifth-grade students had more questions about animals and plants than he had time to answer, so he had them write down anything they were confused or curious about, which helped him plan future lessons and experiments.
- Travel journals: Every student at a K–8 school in Chattanooga, Tennessee, created a travel journal to chart their learning. These journals included not only charts, drawings, and graphic organizers, but also writing and reflection pieces that capture students' learning about a topic. When a fifth-grade teacher began a unit on earth science, he asked his students to imagine they were explorers looking for a new world that could sustain life. In their travel journal, they kept track of everything they were learning, from the impact of man-made disasters to their designs and calculations for a manned rocket that could reach distant planets.
- Low-stakes writing: Writing can be daunting, so teachers at University Park Campus School used daily low-stakes writing activities to foster student voice, self-confidence, and critical thinking skills—a school-wide strategy used in every subject. The most important thing about it is that it is not censored, and it is not too highly structured. The activity is about them getting their own ideas down, and then being able to interact with those ideas, change them, and revise them if they are not correct. For example, when middle school students were learning about the conservation of mass, the teacher did not start by defining it—he showed them a picture and asked, "What do you notice about the atoms on both sides? How can you explain that?" Students wrote down their observations, and the entire class came up with a definition. From there, once that consensus is formed, the teacher will ask somebody to write it on the board, and the students will talk about the key concepts.
- Student-created magazines: In an algebra class, students created a magazine with dozens of articles about real world applications of math. For each article, they selected a primary source—an article from *Scientific American*, for example—read it closely, and then wrote a summary. Students wrote about a range of topics, from gerrymandering to fractals in Jackson Pollock's paintings to invisibility cloaks.
- Creative writing: Teachers incorporated storytelling and creative writing into their after-school program's science lessons. For example, they asked students to imagine a creature

that could survive in a local habitat—the Chicago River, in their case. What color would it be? What features would help it to survive and defend itself? How would it hunt its prey? Students then wrote a story about their creature that combined science concepts with creative storytelling. The teachers used stories to help students engage with content and create personal meaning.

STUDENT LEADERSHIP FRAMEWORK

In keeping with the School's Guiding Principles, NRCA will utilize a student leadership framework, *Leader in Me,* to instill critical life skills in students that are necessary for success in all facets of their lives. As described in the Leader in Me website, *Leader in Me* is an evidence-based learning process—developed in partnership with educators—that empowers students with the leadership and life skills they need to thrive in the 21st century. It is based on secular principles and practices of personal, interpersonal, and organizational effectiveness. *Leader in Me* starts from a powerful premise—every child possesses unique strengths and has the ability to be a leader—which shapes the views of staff to value and develop the whole child. This whole-school improvement model integrates leadership development into existing programs, curricula and traditions and serves as a foundational operating system for the school, improving relationships, transforming culture, and motivating staff and students. All stakeholders are impacted by *Leader in Me*, starting with the staff of a school, then expanding to students, their families, and the community at large. *Leader in Me* includes student participation in goal setting, data tracking, leadership roles, Student-Led Conferences, leadership environments, and Leadership Events. The 7 Habits of Highly Effective People is also a key component of the overall *Leader in Me* process and is a synthesis of universal, timeless principles of personal, interpersonal, and organizational effectiveness such as responsibility, vision, integrity, teamwork, collaboration, and renewal, which are secular in nature and common to all people and cultures. *Leader in Me* includes training on establishing a vision for the school, goal setting, data tracking, and personal-accountability systems and is aligned with best-in-class content and concepts practiced by global education thought leaders. *Leader in Me* provides a logical, sequential, and balanced process to help schools proactively design a culture that reflects their vision of their ideal school. This shared leadership increases engagement and enables students, staff, and families to be self-confident and self-reliant, work effectively with others, and make meaningful contributions. *Leader in Me* offers a holistic, school-wide experience for staff, students, and parents, and creates a common language and culture within the school. The leadership principles and lessons are incorporated into coursework, traditions, systems, and culture (https://www.leaderinme.org/faqs/).

Implementing the Leader in Me Program

North River Charter Academy's ability to implement the *Leader in Me* program stems from its current successful implementation at Parrish Charter Academy (PCA), NRCA's sister school. The program is used in Grades K-7 and will expand to K-8 once PCA has reached its full capacity. The program is introduced at the start of each year through lessons focused on each of the "Seven Habits." This is done during Morning Meeting time, Social Studies Block, and over the announcements each week. Students in grades K through five explore each habit with their teachers after a read aloud from the *Leader in Me* children's book, *The 7 Habits of Happy Kids,* and then discuss what each looks like in their classroom, their school, and in their home during the opening week of school. There is an additional set of student books, seven in total, which go along with each habit and these

books are the focus of each month which is associated with a habit. For example, August focuses on Habit 1, September focuses on Habit 2, and so on. The students in grades 6-8 are introduced in a comparable manner, but they are exposed to *The Seven Habits of Highly Effective Teenagers*. They also focus on one habit each month, and this includes projects and displays for each habit. NRCA will implement the Student of the Month program currently being implemented at PCA which rewards and recognizes students at all grade levels who are demonstrating each habit. Monthly celebrations focus on using the language contained within The Leader in Me program. This alignment throughout the school encourages a common language and a focus on being respectful and responsible students. NRCA will implement this program in a comparable manner and will partner with PCA for training and refinement of the school culture and character development. Teachers will be trained by principals who take courses from The Leader in Me Institute and all staff members will receive *The Leader in Me: How Schools and Parents Around the World are Inspiring Greatness, One Child at a Time*. This program is also used by Gulf Coast Charter Academy South and Oak Creek Charter School of Bonita Springs, also managed by the same governing board as PCA and NRCA.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

NRCA will provide a learning environment that is aligned to its mission, vision, and guiding principles. The School's main focus will be to ensure that all students in grades K-8 reach their maximum levels of achievement and to provide a learning environment that is welcoming, nurturing, and supportive. The learning environment at NRCA will actively promote the School's Guiding Principles. As such, classrooms will share common practices and characteristics that include the following:

- Active student engagement in lessons that promote and encourage individual students' ideas and opinions.
- Innovative and authentic learning activities where all children are able to learn through hands-on experiences and problem-solving.
- Student-centered and collaborative lessons that allows students to become active participants in their own learning.
- Facilitation of learning by teachers, rather than lecture-format lesson delivery, to promote critical thinking and active engagement amongst all learners.
- Problem-solving and inquiry-based lessons that require student creativity and higher order thinking.
- Classroom activities and assignments that require collaboration and teamwork to solve problems or complete assignments.
- Lessons that include authentic, meaningful, real-life learning experiences for students that include classroom lessons as well as field trips.
- Lessons that promote student agency and management over their own learning
- Development of life skills to instill positive character traits and leadership qualities amongst students.

NRCA's facilities, classroom layouts, and student schedules will be designed to support the School's educational program. The learning environment at NRCA will support the four key areas that comprise the School's educational program—STEAM, Structured Literacy, Writing Across the Curriculum, and Student Leadership Framework—by providing the following:

- Explicit and systematic instruction in reading and writing through a Structured Literacy approach
- Daily writing opportunities across all curricular areas
- Integrated instruction focused on STEM areas
- Integration of the Arts within content instruction
- Classroom that are focused on STEAM and literacy through the inclusion of anchor charts, exemplars and models, student work, publications, artwork, and projects on display
- Classroom libraries that include fiction and non-fiction texts, magazines, and periodicals in the STEAM areas to promote content knowledge, literacy skills, vocabulary, and a love of reading
- Daily class meetings to provide instruction on leadership and life skills necessary for academic and personal success
- Common board configuration, daily essential questions, and exit tickets to help student focus on daily objectives and learning goals, and to help teachers monitor student understanding and mastery

NRCA will adhere to s. 1003.03, F.S., relating to maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level. Accordingly, Grade K-3 will have a class size of 18 students and grades 4-8 will have a class size of 22 students. The NRCA school facilities will be designed to facilitate instruction that is aligned with its educational program, mission, and vision. NRCA seeks to build a 66,000 sqft two-story educational facility which includes a cafe with prep kitchen, multi-use media center (1800 sqft), STEM lab (950 sq ft), Music and Art studios (750 sqft), as well as classrooms that average 650 sqft. Kindergarten classrooms will be equipped with a shared restroom and all other restrooms will be located in main hallways and office areas. There will be offices/small rooms for ESE, ESOL, Speech, and PE planning and storage. There will be approximately 11 other offices and use spaces for conferences, administration, security, clinic, and copiers. Outdoor facilities will include two shade covered basketball courts and a shade covered playground. There will also be a regulation size soccer field and ample stacking and parking for dismissal purposes. The welcome lobby will be a closed lobby with a key fob entry system and a Raptor system for checking visitors. All staff will have a key as well as a key fob for all building access and access to the electronic gates within the parking lot, creating a secure and trackable access system. The school will have approx. 50 cameras installed and monitored by a School Resource Officer or Guardian.

C. Describe the research base used to design the educational program.

In designing the School's educational program, extensive research was conducted on current evidence-based instructional practices that lead to high levels of student achievement and success. A summary of the research that supports NRCA's educational program is provided below.

Research on STEAM Program - ***According to research, why is STEAM so important?***

According to *What is STEAM Education?,* published by Institute for Arts Integration and STEAM, "STEAM is a promising approach to positively impacting student achievement and teacher efficacy." In their article, the Institute cites a 2016 study conducted by Brouillette and Graham. The researchers investigated the impact of STEAM lessons on physical science learning in grades 3 to 5 in high poverty elementary schools in an urban district. According to their findings, students

who received just nine hours of STEAM instruction made improvements in their science achievement. The Institute cites another study (Cunnington et. al., 2014), that shows that connecting STEAM and literacy can positively impact cognitive development, increase literacy and math skills, and help students reflect meaningfully on their work and that of their peers. This is further supported by a study on the relationship between theater arts and student literacy and mathematics achievement from 2014. Results of this study showed that students whose language arts curricula were infused with theater arts often outperformed their control group counterparts, who received no arts integration, in both math and language arts (Inoa, R., Weltsek, G., & Tabone, C.).

In Dr. Joseph Lathan's article titled *Why STEAM is so Important to 21st Century Education* (*https://onlinedegrees.sandiego.edu/steam-education-in-schools/),* he states that "In today's world, setting students up for future success means exposing them to these disciplines holistically in order to develop their critical thinking skills." He further states that "the earlier students are exposed to the STEAM disciplines, the better." Dr. Lathan cites a study commissioned by Microsoft in which the Harris Interactive research firm found that "4 in 5 STEM college students (78%) said they decided to study STEM in high school or earlier, and one in five (21%) decided in middle school or earlier." The Harris research Firm also found that "only 1 in 5 STEM college students feel that their K–12 education prepared them extremely well for their college courses in STEM." Furthermore, concludes the study, "There also appears to be a major disparity in the female to male when it comes to those employed in STEM fields."

In *Why STEAM is so Important to 21st Century Education,* Dr. Lathan states that a STEAM framework teaches students "how to think critically, problem solve and use creativity." He further states that STEAM "prepares students to work in fields that are poised for growth." In the article, Dr. Lathan cites a report from the U.S. Bureau of Labor Statistics published in 2022 that "projects growth in STEM and STEAM-related occupations of 8% between now and 2029, compared to 3.4% for non-STEM occupations." In a 2013 article published in the Wallstreet Journal, technology innovator and President of Enterra Solutions Stephen F. DeAngelis states that "Educating students in STEM subjects (if taught correctly) prepares students for life, regardless of the profession they choose to follow," He further states that "Those subjects teach students how to think critically and how to solve problems — skills that can be used throughout life to help them get through tough times and take advantage of opportunities whenever they appear." Many experts in the field of education regard STEAM as an essential component of 21st century education. NRCA believes that in today's complex world, it is more important than ever for students to be knowledgeable and well prepared to solve problems and be able to gather and evaluate evidence to make informed decisions. NRCA is committed to helping all students become literate in the STEAM disciplines to prepare them for future success in their educational and career endeavors.

According to research, why is the "A" in STEAM important in education?

In Dr. Joseph Lathan's article, *Why STEAM is so Important to 21st Century Education,* addresses why the "A" in STEAM is so important in education. He states that the Rhode Island School of Design (RISD) was one of the early champions of adding the arts to the original STEM framework to create STEAM, and that RISD believes that "doing so emphasizes the vitally important symbiosis between the arts and sciences." Dr. Lathan further states that according to RISD, "The goal is to foster the true innovation that comes with combining the mind of a scientist or

technologist with that of an artist or designer." In an article titled *Communicating Science Concepts Through Art: 21st Century Skills in Practice,* the authors state that "there is a dynamic synergy between the visual arts and the natural science" (https://eric.ed.gov/?id=EJ996843). According to the researchers, STEAM education is important in the scientific disciplines because, "The next generation of scientists will need to develop their communication skills through both traditional means of writing and speaking, as well as more artistic means including illustrating, animating, videography, cartooning and model building" (Buczynski et al, 2012).

Research on the Science of Reading

According to the article *What is the Science of Reading? Top 5 Questions by Renee Behring,* "The science of reading is a body of academic research that draws from fields like cognitive psychology, educational psychology, neuroscience, and linguistics to shed light on how humans learn to read. Reading science has shown that our brains are not wired to read and write—rather, building a reading brain requires explicit, systematic, and cumulative instruction." Behring states that " The science of reading is all about evidence from the accumulation of research on reading acquisition and instruction that has been conducted using gold-standard methodologies used to identify effective practices." NRCA believes that all students can benefit from what has been found about the science of reading. According to Behring, "The science of reading is informed by the simple view of reading proposed by psychologists Philip Gough and William Tunmer in 1986." According to their theory, one must be able to both decode text and comprehend text to read. Behring cites the work of psychologist Hollis Scarborough who extended this idea by creating the "reading rope, which unpacks the two strands even further and shows how they intertwine over time." Scarborough contends that skilled reading requires "increasingly automatic word recognition" and "increasingly strategic language comprehension." Research in the Science of Reading shows that explicate instruction in decoding leads to better readers. To develop as readers, students need instruction in the foundational skills to decode text and comprehension skills to make meaning of text. In their research, Snow, Burns & Griffin (1998) state, "there is converging research support for the proposition that getting started in reading depends critically on mapping the letters and the spellings of words onto the sounds and speech units that they represent. Failure to master word recognition impedes text comprehension." Students must learn that words are made up of sounds, that letters represent sounds, and that there is a relationship between letters and the sounds they represent. They must also learn to rely on that knowledge to decode effectively so that they are able to read fluently and make sense of the text they are reading (https://www.hmhco.com/blog/what-is-the-science-of-reading).

Decades of scientific research have revealed that reading does not come naturally. **Research has conclusively shown the effectiveness of phonics instruction in learning to read proficiently** (Hanford, 2018). However, the goal of reading instruction is not phonics proficiency. It is "to get students to the point where most of the words they encounter are automatically recognized so that their attention can be devoted to making meaning" (Rasinski, 2019). Effective phonics instruction allows students to develop the word-recognition strategies necessary to develop as fluent, automatic, proficient readers. The research is clear: students need differentiated, explicit, and systematic decoding instruction that is connected to text. Research on the science of reading has shown that traditional, whole-class phonics lessons rarely succeed in developing fluent readers. Students come to school with a variety of literacy experiences and varying amounts of knowledge about letters, sounds, books, and vocabulary. Whole-class phonics instruction treats students as if

they all have the same instructional needs. Snow et al. (1998) asserts that "...intensity of instruction should be matched to children's needs. Teachers must use data to determine the students' instructional needs along the foundational skills continuum; not all students need to start at the beginning. **Using data, teachers can group students for small group differentiated phonics instruction**. In their article, Duke & Mesmer (2019) affirm that "some children are able to develop letter-sound knowledge more quickly and efficiently than others" and advise providing differentiated phonics instruction.

As with explicit and systematic phonics instruction, **the role of knowledge in comprehension is also clearly supported by science.** Building a body of knowledge supports reading comprehension. In many classrooms, teachers utilize "activating prior knowledge" as a part of the reading process. However, activation of prior knowledge presumes the student already has background knowledge that needs to be brought forward. Based on their research, Cervetti & Heibert (2019) offer multiple knowledge-building practices that both increase comprehension of the current text and build students' knowledge base to increase comprehension:

1. Wide reading encourages knowledge-building.
2. Students must have exposure and access to engaging and conceptually rich texts, especially non-fiction.
3. Higher-level questions and dialogue should be a guaranteed part of reading instruction to ensure that students use their knowledge to comprehend texts.
4 . Explicit comprehension strategy instruction is clearly connected to building a body of knowledge.

Readers use their knowledge of the world in many ways to comprehend text. The strategies of "making connections" and "inferring" rely on existing knowledge and integrating that knowledge with new information from a text to build deeper understandings. Making inferences about the text requires students to leverage their existing knowledge and when strong inferences are made, students better recall information that is both literal and inferential (Pressley, Johnson, Symons, McGoldrick, & Kurita, 1989). Another significant strategy that contributes to comprehension is visualizing—the direct action of making a mental image as one reads. Making a mental image contributes to retaining new learning since the information is stored as an image rather than words (Pressley et al., 1989; Sadoski, 1983). Instructional time in classrooms should be supportive of the developmental process of reading on a continuum of learning—with more time devoted to decoding in the early grades and more time devoted to comprehension in the upper grades.

What is Structured Literacy and what does the research say?

Structured Literacy is an instructional model that focuses on building and developing the foundational literacy skills of phonemic awareness, letter-sound correspondences, syllables, morphology, syntax, and semantics using explicit, systematic instructional principals (Cowen, 2016; IDA, 2018;). Structured Literacy is a blueprint for effective literacy instruction based on the Knowledge and Practice Standards for teachers of reading developed by the IDA in 2010 and updated in 2018 to better prepare educators to meet the instructional needs of students for literacy acquisition. Research supports that over 60% of students in the regular classroom need to receive literacy instruction in a Structured Literacy format (Young, 2018). Structured Literacy has shown to be effective for teaching all students how to read and write (Moats, 2019; Young, 2018,). As

cited in the publication Texas Association for Literacy Education Yearbook, Volume 7: Leaping into Literacy (2020), Structured Literacy instruction features six crucial pillars necessary to develop a solid foundation of literacy (Cowen, 2016). The pillars should be taught in sequential pattern, beginning with pillar one. Each pillar is dependent on the previous pillar. Some pillars can be taught side-by-side, as language development becomes more complex.

- The **first** foundational pillar of Structured Literacy is the study of phonology, the rules of how sounds are encoded (Cowen, 2016; Hennessy, 2019). Students should have the ability to hear, identify, and manipulate individual sounds of spoken language or phonemes, before learning how to read written words.
- The **second** foundational pillar of Structured Literacy is sound-symbol correspondences or the relationship(s) between phoneme(s) and grapheme(s) that comprise words (Cowen, 2016). This is learning the name of a printed letter and the possible sound(s) that the letter can produce within written words.
- The **third** pillar of Structure Literacy is syllable knowledge, the understanding of the different types of syllables (Cowen, 2016). There are six common syllables in the English language—CVC, final e, open, vowel diagraph, r-controlled, and constant-le. Syllable knowledge increases student ability to encode and decode words. Syllable knowledge also increases student ability to comprehend and pronounce written words.
- The **fourth** pillar of Structured Literacy is morphology, the study of the smallest units of meaning or morphemes (Cowen, 2016). These are the suffixes, prefixes, and roots of words. Morphology focuses on how smaller units of meaning are encoded to form words and new meaning.
- The **fifth** pillar of Structured Literacy is syntax, the study of sentence structure—mechanics, grammar, and variation of words (Cowen, 2016). This includes the rules that dictate the sequence and function of words to form comprehendible meaning in written language. This also includes the types of punctuation that are necessary to comprehend written sentences.
- The **sixth** and final foundational principle of Structured Literacy is semantics, the study of the meaning(s) of words, symbols, and units of words. The study of semantics involves different aspects of meaning, such as morpheme and syntax information to comprehend the written passage (Moats, 2000).

Research on Writing Across the Curriculum

According to Allison Pease (2023), "students who process course material through writing retain that information longer, improve critical thinking skills, and become more nuanced readers and writers." The author further states that "The more writing done in a course, the more the student engages with the material in the course." The goal of Writing Across the Curriculum is to increase the time students spend thinking about, understanding, and learning what they are taught at a deeper level. Writing is the learning process in which we think about what we know or learn, and review our experience (Graham, 2008). Many researchers have explained how writing activities affect learning, or how learning is achieved through writing. In Emig's 1977 student "Writing as a Mode of Learning," he pioneered the use of writing as a learning model in addition to the communication process. Writing-to-learn does not refer to a student's customary, passive and simple notetaking. It is a non-traditional, alternative type of writing (poetry, stories, letters, and alike) that enables students to develop critical thinking skills, comprehend scientific content,

express what they think, and build information (Kayaalp, et al, 2020). In a classroom context, writing allows students to become active participants in their own learning. According to Ulrich Boser, Founder of the Learning Agency, "rather than regurgitating information, writing offers students a chance to create, and use higher order thinking."

A recent research study conducted in Turkey with 64 eighth grade students (Kayaalp, F., et al, 2022) aimed to investigate the impact of writing-to-learn activities on students' academic achievement and self-regulation skills in writing. Two groups of students at the same school were studied. The experimental group was provided a number of writing-to-learn activities, while those in the control group were taught according to the content curriculum during the application. The academic test, self-regulation scale for writing, and holistic assessment rubric were designated as the required tools for data collection. As a result of the application, the academic achievement and self-regulation skills of the students in the experimental group were found to be higher than those of the control group. It was also noted that the experimental group showed a development over time to integrate the information they learned, and to present it as a new product with their own expressions after the process of reviewing, planning, sorting, and organizing (https://doi.org/10.17275/per.22.18.9.1). According to a 2020 study, *Why Students Should Write in All Subjects*, "writing in all subjects enhances learning by improving the ability to recall information, make connections between concepts and analyze information." In the study, leader Steve Graham and his colleagues define the "retrieval effect"—how writing consolidates information into long-term memory — explaining why information can be quickly forgotten if not written down. According to Graham, "information is quickly forgotten if it is not reinforced, and writing helps to strengthen a student's memories of the material they are learning. Writing about a topic also encourages students to process information at a deeper level." Graham and his colleagues write that "putting thoughts on paper encourages students to evaluate different ideas, weighing the importance of each one and considering the order they should be presented in." By doing so, they contend, students can make new connections between ideas. One of the most effective writing strategies that Graham and his colleagues found was "metacognitive prompting, in which students are asked not only to recall information but also to apply what they have learned to different contexts by thinking about multiple sides of a position or making predictions based on what they currently know." The researchers provide the following example: "Instead of simply reading about ecosystems in a textbook, students can write about their own impact by examining how much trash their household produces or the environmental impact of producing the food they eat." NRCA believes that writing in math classrooms is especially valuable for students as it requires students to explain mathematical concepts in writing which increases their ability to comprehend and apply these concepts.

Research on Using a Student Leadership Framework

Student leadership is incredibly important for a student's development, especially when entering the real world. Taking ownership of tasks that are not only school-related, but in their own lives, can help students achieve future success. Student leadership means students take active roles in their education and develop positive skills in the process. The goal of inspiring student leaders is to create a culture of ownership, collaboration, and community in the classroom (Konen, A., 2018).

What is the Leader in Me Program and how is it supported by research?

As described in the Leader in Me website, *"Leader in Me* is a whole-school improvement model designed to create change across a wide variety of areas. The program is designed to prepare students for a global economy and equip them with skills to successfully navigate a world of constant change and choice." Principles embodied in Leader in Me include the 7 Habits of Highly Effective People® and the 4 Disciplines of Execution®. Research cited on the Leader in Me website states that the *Leader in Me* program has a significant impact in three key areas — leadership, culture, and academics. In their website, Leader in Me cites a 2015 study conducted by the University of Louisiana at Lafayette in which Dr. Cummins found a significant correlation between teachers' beliefs about school vision of leadership and *7 Habits*, indicating that teachers not only believe that their students are leaders, but that they envision them living the *7 Habits*, as leaders would do. In a 2016 study conducted by Lamar University, Dr. Swantner concluded that by implementing the *Leader in Me* training, "teachers and staff seem to be more in charge of themselves and the outcome of their performance at the school." A 2018 study conducted by Dr. Schilling from the University of Michigan showed that a 22.84% improvement in student behavior was found in a statewide analysis of Florida *Leader in Me* schools compared to matched controls.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

NRCA will follow the Manatee County annual school calendar which consists of 180 days of instruction for students.

8:00 – 3:15 p.m. – Instructional day for all student in grades K-8

- 7:20-7:50 a.m. – Breakfast
- 7:50 a.m. – Student arrival in classrooms
- 7:50-8:00 a.m. – Classroom transition time
- 8:00 a.m.-8:10 a.m. – Morning Meeting
- 8:10 a.m.-3:15 p.m. – Instructional Time
- Students will be scheduled for a 25 or 30-minute lunch according to their grade level
- Student in K-5 will be scheduled for 20 minutes of recess daily
- 3:15 p.m. – Dismissal

4:00 p.m.-6:00 p.m. – Aftercare, Clubs, Tutoring, Athletics

A sample master schedule for students in grades K-6 and annual school calendar are included as Attachment B. This schedule is currently being used successfully at NRCA's sister school, Parrish Charter Academy. NRCA is projecting a similar student enrollment as Parrish Charter Academy. In Year 5, NRCA anticipates having a full middle school that serves students in grades 6-8. At this time, the School will adopt an A/B day scheduling for middle school students. With block scheduling, a student attends a fewer number of classes for a longer period of time. Students in grades 6-8 will attend only two core classes a day but stay in each class for 90 minutes. Block scheduling offers students more instructional time. With fewer classes and less time during the school day devoted to changing classes, students are supposed to be able to focus and accomplish more. According to a College Board study, using a 4x4 block schedule increases cross subject achievement. The block schedule model is currently being used successfully with middle school

students at NRCA's sister school, Parrish Charter Academy.

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

NRCA's educational program is geared toward ensuring that students achieve state standards in all academic areas. The School will implement a standards-based curriculum and utilize evidence-based instructional strategies that are designed to support attainment of the B.E.S.T. Standards and the Next Generation Sunshine State Standards for the School's target population. The School will strive to serve a group of students that is reflective of the community it serves through its marketing efforts. The School's educational program will promote student mastery of state standards through the following methods and services:

- The core curriculum that has been selected for NRCA is aligned to state standards in all core areas.
- Teachers will receive high quality professional learning and training sessions to successfully implement the School's core, supplementary, and intervention curriculum, as appropriate, for instructional designated staff.
- Teachers will engage in professional learning on the utilization of evidence-based instructional strategies that form the foundation of the School's educational program.
- Teachers will engage in professional learning communities (PLCs) each week to unpack B.E.S.T. standards in ELA, writing, and math, and NGSSS in science and social studies, to plan lessons collaboratively, review student data, and share best practices.
- Coordinated Progress Monitoring Assessments, as well as additional internal progress monitoring tools and assessments, will be used throughout the year to ensure students are making adequate progress toward mastering state standards.
- Baseline and progress monitoring results will be analyzed and used to identify areas of strength and weaknesses in order to provide targeted, differentiated instruction. Students who are demonstrating a substantial deficiency, as well as those who are working at or above grade level, will be provided with appropriate instruction (intervention, remediation, reinforcement, or enrichment).
- The multi-tiered systems of support (MTSS) process will be implemented to address the needs of students who are struggling academically or who are exhibiting behavioral/emotional problems through tiered levels of interventions and support.
- The school's administration, teachers, and other support staff will communicate regularly with parents regarding their children's progress and work collaboratively to support their children.
- Administrators will meet with teachers by grade level groups or departments to review student progress monitoring assessment data and student academic progress in all subjects to ensure students are mastering state standards. Instructional-related decisions and school-wide action plans, which include additional interventions and tutoring for specific students, will be made based on data.
- Teachers will schedule data chats with students throughout the year to review each student's current level of mastery on achieving state standards and to set target goals for achievement.
- Students with special needs (ESE, ELL, 504, Gifted) will receive high quality support services and appropriate accommodations in accordance with their individualized

educational plans and goals. Instructional strategies and scaffolding will be used to assist these students in mastering grade level standards.

Section 4: Curriculum and Instructional Design

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level.

North River Charter Academy has carefully identified core curriculum and intervention programs that are evidence-based and aligned to the B.E.S.T. Standards in ELA, the B.E.S.T. Standards in Mathematics, and the Next Generation Sunshine State Standards (NGSSS) in Science and Social Studies. Curricular choices for all core subjects and elective courses have been identified with the goal of using these programs to prepare students to achieve the Florida standards. Additionally, NRCA will comply with all statutory requirements for instruction stipulated in s.1003.42 – Required instruction, F.S., that meets the highest standards for instruction. Any personnel involved in the selection of library materials will complete the training developed by the Florida Department of Education. Each book made available to students in a library or included on a reading list will have been selected by an employee who has a valid educational media specialist certificate. All materials made available to students in grades K-5 through the library or through a reading list will be published in a searchable format A description of all core academic courses and proposed curricular choices are specified in the charts which are provided below in response to Question B.

Primary Evidence-Based Instructional Strategies

NRCA's curriculum is based upon research-based educational practices, teaching methods and high standards for student learning. The proposed curriculum aligns with the school's mission and vision and meets the educational needs of the student target population that the school intends to serve. The school's curriculum is based upon research- based educational practices, teaching methods and high standards for student learning. As stated in the School's mission, NRCA intends to provide students with authentic learning opportunities that foster curiosity, creativity, critical thinking, and problem-solving through a hands-on, interdisciplinary approach. In accordance with the School's vision, NRCA will establish a student-centered and nurturing learning environment that actively engages all students in their learning and leads them toward achieving their maximum potential both academically and personally. In order to achieve this goal, the school must provide differentiated instruction in all core subject areas through the use of evidence based instructional strategies and methods designed to meet each students' needs. The School's goal is to provide personalized learning experiences that ensure early intervention for those students who demonstrate deficits or gaps in their learning while at the same time nurture the individual and unique talents and skills of all children to help them reach their full potential.

Differentiated Instruction

According to Charles Sisson in the article *The Benefits of Differentiation in the Classroom,*

differentiated instruction is a well-established and research-based practice that helps every student, rather than providing one uniform lesson to all. In 2008, education researcher John Hattie and his team completed a monumental synthesis that showed differentiating instruction to be more than twice as effective as instruction without it. Research clearly shows that there is no other approach that can have the impact of differentiation (https://www.hmhco.com/blog/benefits-of-differentiation-in-the-classroom). As stated in *Differentiated Instruction: A Guide for Educators* (2023), "Differentiated instruction is an effective way to meet the unique needs of every learner in your classroom" (https://www.hmhco.com/forms/differentiated-instruction-guide-for-educators). Zoe Del Mar (2023) states that differentiation, or tailoring classroom instruction, can help meet your students' diverse needs when delivered effectively. There are many reasons students might learn at a different pace, including socioeconomics, home life, physical and mental development, or other factors that impact learning. Finding new strategies to reach all of your students will help them to make progress in their learning goals (https://www.hmhco.com/blog/differentiated-instruction-articles-resources-for-teachers). Education researcher Tomlinson (2018) defines differentiated instruction as a philosophy of teaching that is based on the premise that students learn best when their teachers accommodate the differences in their readiness levels, interests, and learning profiles (https://cirl.etoncollege.com/a-few-thoughts-on-differentiation/). According to a 2019 article titled *Differentiation in the classroom – Pros and Cons of Differentiated Instruction,* teachers can differentiate instruction through four ways: **1. Content, 2. Process, 3. Product, and 4. Learning Environment.** The article defines each of these four ways as follows **(**https://teacherslicensedubaiuae.com/standard-2-professional-knowledge/differentiation-in-the-classroom-pros-and-cons-of-differentiated-instruction/**)**:

> **1. Content –** Some students in the class may be completely unfamiliar with the concepts in a lesson, some students may have from lower-order thinking skills to higher-order thinking skills. According to the author, there are six levels which include the following: remembering, understanding, applying, analyzing, evaluating, and creating. Students who are unfamiliar with a lesson could be required to complete tasks on the lower levels: remembering and understanding. Students with some mastery could be asked to apply and analyze the content, and students who have high levels of mastery could be asked to complete tasks in the areas of evaluating and creating. The author provides the following examples of differentiating activities:
>
> - Match vocabulary words to definitions.
> - Read a passage of text and answer related questions.
> - Think of a situation that happened to a character in the story and a different outcome.
> - Differentiate fact from opinion in the story.
> - Identify an author's position and provide evidence to support this viewpoint.
> - Create a PowerPoint presentation summarizing the lesson.
>
> **2. Process -** Each student has a preferred learning style, and successful differentiation includes delivering the material to each style: visual, auditory, and kinesthetic, and through words. This process-related method also addresses the fact that not all students require the same amount of support from the teacher, and students could choose to work in pairs, small groups, or individually. And while some students may benefit from one-on-one interaction with the teacher or the classroom aide, others may be able to progress by themselves. Teachers can enhance student learning by offering support based on individual needs.

Below are examples of differentiating the process:

- Provide textbooks for visual and word learners.
- Allow auditory learners to listen to audio books.
- Give kinesthetic learners the opportunity to complete an interactive assignment online.

3. Product - The product is what the student creates at the end of the lesson to demonstrate the mastery of the content. This can be in the form of tests, projects, reports, or other activities. You could assign students to complete activities that show mastery of an educational concept in a way the student prefers, based on learning style. Below are examples of differentiating the end product:

- Read and write learners write a book report.
- Visual learners create a graphic organizer of the story.
- Auditory learners give an oral report.
- Kinesthetic learners build a diorama illustrating the story.

4. Learning Environment - The conditions for optimal learning include both physical and psychological elements. A flexible classroom layout is key, incorporating various types of furniture and arrangements to support both individual and group work. Psychologically speaking, teachers should use classroom management techniques that support a safe and supportive learning environment. Below are examples of differentiating the environment:

- Break some students into reading groups to discuss the assignment.
- Allow students to read individually if preferred.
- Create quiet spaces where there are no distractions.

In addition to providing differentiated instruction in each classroom, NRCA will use i-Ready Diagnostic, a computer adaptive test that matches the difficulty of test questions to the ability of each student. As students answer questions correctly, the test gets more difficult. As students answer questions incorrectly, the test gets easier (https://whatisflike.com/what-score-do-you-need-to-pass-i-ready/). In both scenarios, the test adapts to find the precise ability of each student in the quickest, most efficient way possible. i-Ready personalizes or differentiates students' learning and monitors progress throughout the school year. i-Ready Learning provides rigorous, motivating instruction and resources for students.

Cathy Weselby (2014), provides the following differentiated strategies to be used across all content areas (https://resilienteducator.com/classroom-resources/examples-of-differentiated-instruction/):

- Scaffold instruction by giving clear explicit explanations with visuals. Verbally and visually explain the topic. Use anchor charts, drawings, diagrams, and reference guides to foster a clearer understanding. If applicable, provide a video clip for students to watch.
- Use a multi-sensory approach. Get students' senses involved in lessons, including taste and smell Multisensory involves at least two or more senses, including sight, hearing, feeling (tactile), or kinesthetic (awareness of motion).
- Use flexible grouping to create partnerships and teach students how to work collaboratively on tasks. Create partnerships where the students are of equal ability, partnerships where once the student will be challenged by their partner and another time they will be pushing and challenging their partner.

- Use manipulatives, especially with students that have more difficulty grasping a concept.
- Use modeling to demonstrate tasks or expectations.

Additional strategies provided by Charles Sisson (2022) in *The Benefits of Differentiation in the Classroom* include the following (https://www.hmhco.com/blog/benefits-of-differentiation-in-the-classroom):

- Implement activities like think-pair-share and think aloud to help students process and reflect on their thinking.
- Utilize explicit modeling. Whether it's notetaking, problem solving in math, or making a sandwich, students often require a step-by-step guide to make connections.
- Provide students with needed background information and activate prior knowledge.
- Explicitly teach and review key vocabulary terms and present visual aids and realia.
- Use graphic organizers like KWL charts to lead discussions and have students share what they already know about the topic. Michael James Meyer (2009) states that KWL charts help students to synthesize what they know (K), what they want to know (W), and what they have learned (L) about a topic (https://core.ac.uk/download/230664525.pdf). The chart is a valuable tool for students to focus their research and guide them in a direction to pick a topic and dive into the subject.
- Provide access to dictation technology and/or audiobook or read aloud technology.
- Refer students to electronic resources to close gaps in learning.
- When students have finished stretch activities, have them support their peers. This may require coaching the peer teacher first, but it pays off with big gains.
- Incorporate centers/learning stations during instructional blocks. This popular strategy at the primary level can be used at any grade and be incorporated into a vast range of subjects, providing choice, tiered work, and access to students with similar needs.

Weselby (2014), provides the following differentiated instructional strategies for differentiating in math, science, reading, and special education classrooms (https://resilienteducator.com/classroom-resources/examples-of-differentiated-instruction/):

- Math:
    - Teach mini lessons to individuals or groups of students who did not grasp the concept you were teaching during the large group lesson. This also lends time for compacting activities for those who have mastered the subject.
    - Have students that have already mastered the subject matter create notes for students that are still learning.
    - For students that have mastered the lesson being taught, require them to give in-depth, step-by-step explanation of their solution process, while not being rigid about the process with students who are still learning the basics of a concept if they arrive at the correct answer.
    - Provide students with a choice board. They could have the options to learn about probability by playing a game with a peer, watching a video, reading the textbook, or working out problems on a worksheet.
- Science:
    - Create a visual word wall. Use pictures and corresponding labels to help students remember terms.
    - Set up interest centers. When learning about dinosaurs you might have an

"excavation" center, a reading center, a dinosaur art project that focuses on their anatomy, and a video center.
    - Provide content learning in various formats such as showing a video about dinosaurs, handing out a worksheet with pictures of dinosaurs and labels, and providing a fill-in-the-blank work sheet with interesting dinosaur facts.
- Reading:
    - Tiered assignments can be used in reading to allow the students to show what they have learned at a level that suits them. One student might create a visual story board while another student might write a book report.
- Special Education:
    - Assistive technology is often an important component of differential instruction for students with special needs or lack of English language proficiency. Provide the students that need them with screen readers, personal tablets for communication, and voice recognition software.
    - Be flexible when giving assessments. Posters, models, performances, and drawings can show what students have learned in a way that reflects their personal strengths. Teachers can test for knowledge using rubrics instead of multiple-choice questions, or even build a portfolio of student work. Teachers could also have students answer questions orally.

Students Performing Below Grade Level

NRCA believes that **early identification and intervention** for struggling students is critically important. As stipulated in s. 1001.42(18)(b) Early warning system, and cited in eSchool News (https://www.eschoolnews.com/tag/dropout-prevention/), schools that serve students in grades K-8 shall "implement an early warning system to identify students who need additional support." Early warning indicators for all students include excessive absences, suspensions, course failure in ELA or math, and Level 1 scores on state exams in ELA or math. An additional critical condition that must be addressed early on for students in grades K-3 is a substantial deficiency in reading, and for students in grades K-4, a substantial mathematics deficiency. Florida statute 1001.42 further stipulates that data and information relating to students' early warning indicators and assessment data "must be used to inform any intervention strategies provided to the student." The parent of any K-3 student "who exhibits a substantial reading deficiency or the characteristics of dyslexia" pursuant to s. 217 1008.25(5), or any K-4 student "who exhibits a substantial deficiency in mathematics or the characteristics of dyscalculia" pursuant to s. 1008.25(6), shall be immediately notified of the student's deficiency and consulted in the development of a plan, as described in s. 1008.25(4)(b). The statute further stipulates that "a school may not wait for a student to receive a failing grade at the end of a grading period" to identify the student as having a substantial reading or math deficiency and initiate intensive interventions. In addition, "a school may not wait until a psychological evaluation is completed to provide appropriate, evidence-based interventions." Such interventions must be initiated based on the student's specific areas of difficulty. A student's reading and math "proficiency must be monitored, and the intensive interventions must continue until the student demonstrates grade level proficiency in a pre-determined manner, which may include achieving a Level 3 on the statewide, standardized English Language Arts or math assessment." The law further states the following:

> "To determine student performance and annual progress, each student must participate in the statewide, standardized assessment program required under s. 1008.22 and the

coordinated screening and progress monitoring system. Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment; the statewide, standardized Mathematics assessment; or the Algebra I EOC assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who has a substantial reading deficiency or a substantial mathematics deficiency must be covered by a federally required student plan, such as an individual education plan or an individualized progress monitoring plan, or both, as necessary. The individualized progress monitoring plan shall include, at a minimum:

- The student's specific, identified reading or mathematics skill deficiency.
- Goals and benchmarks for student growth in reading or mathematics.
- A description of the specific measures that will be used to evaluate and monitor the student's reading or mathematics progress.
- For a substantial reading deficiency, the specific evidence-based literacy instruction grounded in the science of reading which the student will receive.
- Strategies, resources, and materials that will be provided to the student's parent to support the student to make reading or mathematics progress.
- Any additional services the student's teacher deems available and appropriate to accelerate the student's reading or mathematics skill development."

Dyslexia, Dysgraphia, and Dyscalculia

Dyslexia is a type of reading disability, dysgraphia is a type of written language disability, and dyscalculia is a type of math disability. Not all students who are diagnosed with a disability meet SLD eligibility criteria, or require the resources provided through special education services in order to progress adequately and meet grade level expectations. Schools should recognize that these disabilities do exist and may or may not require the school to monitor progress and adjust instruction and interventions. As with all students, the school's responsibility is to maintain the student's progress and performance by matching the student's unique needs to resources available through general education. Some students who have pre-existing diagnoses may also have educational needs beyond what can be provided within general education programs. These students may require sustained and substantial effort with intense, individualized interventions to achieve and maintain adequate progress. Students who meet all the eligibility criteria set forth in the rule can be found eligible for special education and related services; however, a diagnosis alone is not sufficient to establish special education eligibility. Students who are not found eligible for special education may qualify for a Section 504 Plan. Ultimately, the individual student's needs and the resources required to meet those needs are identified through the MTSS problem-solving/response to intervention process. Matching the student's instructional needs to intervention supports based on these findings is the responsibility of the school,

- **Dyslexia** is a language-based learning difference that makes it challenging to process the phonological component of language, as well as reading comprehension, which leads to difficulty reading, decoding, and understanding words fluently. This learning difference exists on a continuum—from mild to severe—and it affects children with normal intelligence. Children with dyslexia may struggle to read words despite extensive studying and practice, and it often takes extra effort to decode letters, sounds, and words. While dyslexia typically affects a child's ability to read, these difficulties can also impact one's arithmetic.

- **Dyscalculia** is characterized by difficulty in math or math-related exercises and tasks. This condition is sometimes referred to as *math dyslexia* or *number dyslexia*, though dyscalculia and dyslexia are vastly different conditions. Children with dyscalculia often struggle to remember facts about numbers or math in general. For example, a child may know the word "four" but not be able to connect it to the numeral "4." In some cases, children with dyscalculia may have trouble remembering numbers in their head, which makes it difficult to perform multiple step math problems. Dyscalculia can also affect a child's ability to understand and apply number concepts such as "greater than" or "less than." Explicit and multisensory instruction must be used to support the child through a systematic approach. Multisensory instruction involves the use of at least two or more senses, including sight, hearing, feeling (tactile), or kinesthetic (awareness of motion). Multisensory instruction requires cumulative lesson plans and the use of visual aids and other accommodations to improve focus and comprehension in a smaller group setting. Early intervention and adequate instruction can help to limit the negative effects of dyscalculia.
- **Dysgraphia** is a learning challenge that impacts a child's ability to write, type, and spell. Children with dysgraphia have to focus excessively on transcription (the basic writing skill that involves written production of letters and words), which inhibits their ability to express themselves or convey cohesive thoughts on paper. Impaired handwriting can interfere with a student's ability to accurately and efficiently write letters, numbers, and words. Early observation and identification are key to helping a child overcome the difficulties associated with dysgraphia. Handwriting is not simply a motor skill, so coordinated intervention between professionals, such as a speech-language pathologist, occupational therapist, and a learning specialist, is one of the most beneficial methods of treatment for this condition. Additionally, early literacy programs must provide the necessary explicit, systematic, and multisensory instruction students need to learn how to write.
  Research on steam

Multi-Tiered System of Supports

NRCA will implement a Multi-Tiered System of Supports (MTSS) framework to meet the academic, behavioral, and emotional needs of students at all grade levels. MTSS is built on the idea of **intervening early** to prevent failure and to maximize the effectiveness of curriculum and instruction. It is not an initiative or program, but rather a framework for providing high quality curriculum and instruction to all students and intervention support for some students.

Effective implementation of MTSS is associated with an increased likelihood of instruction and interventions leading to successful student outcomes (*School Climate and Behavior / Multi-Tiered System of Supports* retrieved from https://www.pcsb.org/mtss). Implementing MTSS contributes to more meaningful earlier identification of learning and behavioral problems, and improvement of instructional quality. High-quality implementation of MTSS provides all students with the best opportunities to succeed in school and assists with the earlier identification of students with disabilities. MTSS benefits all students in that it provides a framework for more personalized instruction and need-based interventions and support. MTSS provides the structure and framework to provide interventions for students who need help, and, when necessary, document interventions for students who might be considered for special education services. MTSS provides the framework for teaching standards, providing focused instruction and

intervention, ensuring that all students are learning and maximizing their potential. The principal and collaborative problem-solving team, referred to as the "Success Team" at NRCA, are critical to implementing a MTSS at the school level. The Success Team is a multi-disciplinary team of professionals who use a problem-solving approach to make informed decisions, implement student learning and intervention plans (academic, behavior, social-emotional learning), monitor attainment of student goals, coordinate delivery of services, allocate the resources needed to fully implement the plans, and monitor the effectiveness of all tiers of instruction (Tiers 1-3). The Success Team includes parents in the intervention and support process from the beginning and throughout the process. The Success Team assists students, families, and teachers in identifying positive solutions for all students. The Team examines factors that may be impacting academic, behavioral, and social-emotional success for students (i.e., instruction, curriculum, environment, and learner-centered variables). The primary goal of the Success Team is to support teachers and parents by generating effective research-based academic and behavioral strategies, interventions, and supports for students in need of more intensive and/or individualized instruction. These teams follow the four-step problem solving process and use school, class, and individual student data to monitor the effectiveness of programs and interventions. In a Multi-Tiered System of Supports framework data-based problem solving is used to determine the intensity and focus of instruction and intervention designed to meet students' academic, behavioral, and social-emotional needs. Data-based decision making is an integral part of the teaming process. Teams use data and decision rules to determine effectiveness of the Universal (Tier 1) program, identify students in need of interventions, and evaluate student progress to determine next steps. In implementing a MTSS, a three-tiered instruction and intervention framework, described below, is used to organize resources and supports to ensure student learning and educational success.

- **Tier 1: Universal Instruction and Supports** is provided for *all* students. This is the general academic and behavior instruction and support designed and differentiated for all students in all settings to support the full continuum of student needs. Tier 1 is the core classroom instruction is often referred to as "universal" instruction, as it is intended to provide appropriate support to every student in the classroom. In the MTSS framework, however, Tier 1 should not be considered "basic" instruction—it is preventative, proactive, and should be aligned to the highest standards. In most situations, Tier 1 is the largest tier and includes not just high-quality classroom instruction, but also differentiated instruction, social and emotional learning, and general best teaching practices.

- **Tier 2: Targeted Interventions and Supports** are provided for *some* students. This is the academic and behavioral instruction and intervention that is provided to students who show a need for help in addition to the instruction and support they receive at Tier 1. Targeted (Tier 2) instruction and intervention is more intensive than Universal (Tier 1). Increased intensity is defined as an increase in time, a narrower focus, and a broader type of instruction. **Targeted Tier 2 instruction** is strategic instruction, at a grade level, for students who need additional support in learning grade level academic or behavioral material. Tier 2 instruction is intended to be timely and coordinated with Tier 1 instruction. Approximately 10 – 15% of students may need Targeted (Tier 2) instruction in the ideal MTSS framework.

- **Tier 3: Intensive Individualized Interventions and Supports** is provided for a *few* students. This is the academic and behavioral instruction and intervention that is provided to students who show a need for intensive and individualized support that is provided in addition to Universal (Tier 1) and as determined may need Targeted (Tier 2) instruction and intervention. **Intensive (Tier 3) Instruction** is intensive instruction and support provided to approximately 1 – 5% of the students who are struggling with significant learning gaps and need academic and/or behavioral support. Typically, these students do not have the appropriate grade level skills yet to be successful in solely Tier 1. Intensive (Tier 3) provides yet an additional level of intervention to help students develop foundational skills and the most critical set of academic and behavioral skills.

The effectiveness of each tier of instruction must be regularly monitored to ensure the strength of the entire system. The problem-solving process is a recursive, self-correcting, ongoing methodology used for effective decision making at all levels within the system.

B.

- **If the curriculum is fully developed, summarize curricular choices (e.g., textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence[3] for each core subject for each division (elementary, middle, and high school) the school would serve.**

NRCA's **Core Academic Areas and Proposed Curriculum Charts** are included as Addendum FF.2. The charts depict NRCA's proposed curriculum choices for all core areas. The curriculum and programs listed are contingent upon the inclusion of these materials on the approved textbook adoption list for the State of Florida and subject to change, as needed, to remain in compliance with FLDOE-approved curriculum and instructional materials at the time of the School's opening. Attachment C includes a sample course scope and sequence from the proposed curriculum for each core subject area for an elementary grade and a middle school grade.

CORE ACADEMIC AREAS AND PROPOSED CURRICULUM

English Language Arts/Reading (K-8)

NRCA will provide comprehensive reading instruction to students in grade K-8 grounded in the science of reading research. The curriculum selected is aligned to the B.E.S.T. Standard for ELA. The School will use Manatee Countee's Evidence-Based Comprehensive Reading Plan with certain modifications to the curriculum. NRCA will use a core curriculum and differentiated strategies to provide reading instruction for students performing at grade level and above, and a separate reading curriculum and strategies for students performing below grade level in reading. A detailed reading plan for NRCA is included as Attachment D. The proposed core, supplementary and intervention curriculum for ELA is included as **Addendum FF.2.**

Mathematics (K-8) and Algebra 1

NRCA will use a core curriculum and differentiated strategies to provide mathematics instruction for students in grades K-8 who are performing at grade level and above, and a separate mathematics curriculum and strategies for students performing below grade level in math. Using the B.E.S.T. Standards for Mathematics to guide what students are responsible to know and be able to do, teachers will support students in mastery of both content and skills they need to be successful in high school. Teachers will pace instruction using a pacing guide that is aligned to the

state adopted textbook as well as the B.E.S.T. Standards in Mathematics. The goal of the pacing guide is to ensure an efficient timeline for instruction and to present course content sequentially, consistently, and at a high level. The proposed core, supplementary and intervention curriculum for Mathematics is included as **Addendum FF.2.**

Science (K-8)

The science curriculum will ensure students in grades K-8 master the NGSSS in Science by delivering content using research-based strategies that engage students at the highest levels, including inquiry-based lab activities, modeling opportunities and authentic application challenges. Teachers will incorporate text-specific questions and encourage students to provide text-based evidence to answer these scientific questions. The School will use pacing guides that include unit plans and are aligned to the NGSSS Standards in Science. NRCA will embed a supplementary program that combines science and engineering as part of the School's STEAM focus. This program will help students develop important critical-thinking skills and prepare students for success in college and career readiness. The School will use pacing guides that are aligned to the NGSSS for Science through lessons included in the core textbook and supplementary program. Florida health education standards will be incorporated into the science and physical education programs. The school will comply with curriculum requirements as provided in S.1003.42 F.S. The proposed core and supplementary curriculum for Science is included as **Addendum FF.2.**

Social Studies (K-8)

The School's core curriculum for social studies for students in grades K-8 is designed to support the Florida Social Studies Next Generation Sunshine State Standards and the Florida Department of Education's Social Studies Education Program. NRCA's social studies program will incorporate all state-required initiatives and programs as delineated in s.1003.42, F.S. including, but not limited to, U.S. History and Government, Patriotism, the Holocaust, History and Contributions of African Americans, Hispanic contributions, Asian contributions, Equality of All Persons, etc. The CPalms website provides the Civics and Government (CG) standards which reflect the following priorities for K-12 Civics and Government teaching and learning in Florida schools: 1) Students study primary source documents to understand the philosophical underpinnings of the American Republic and the root cause of American exceptionalism, 2) Students compare the success of the United States and the success or failure of other nations' governing philosophies to evaluate their past, present, and likely future effects, 3) Students have a sense of civic pride and participate regularly in all levels of government, and 4) Students reflect upon United States civic history, so they understand their rights and responsibilities as citizens (https://www.cpalms.org/PreviewCourse/Preview/22187?isShowCurrent=false%27). The proposed core and supplementary curriculum for Social Studies is included as Addendum FF.2.

- **Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Include the school's reading curriculum as Attachment D.**

Reading will be the Primary Focus of NRCA

According to Thomas in *The Science of Reading* (2023), "all children must be afforded instruction

that prepares them to read and write at proficient and advanced levels. Children who are skilled readers and writers will be empowered by their literacy." NRCA believes that all students can become skilled readers, and the best way to get them there is explicit, systematic, and evidence-based literacy instruction grounded in the body of research that has proven that teaching students to read is an art and a science. In the early grades, the reading standards will emphasize explicit, systematic phonics instruction as the foundation of literacy. Decoding and fluency are essential to creating proficient readers. According to Dr. Holly Lane, University of Florida Literacy Institute, "Readers who have strong decoding skills can figure out unfamiliar words so quickly that the process requires no conscious effort." When decoding is effortless, a reader's limited working memory is freed up so the reader can focus on meaning (Florida's B.E.S.T. ELA Standards, page 6). According to The Reading League's 2022 publication titled *Science of Reading: Defining Guide,* "Educators who are knowledgeable about the necessary connections between the pronunciation of the spoken word, the sequence of letters in the printed word, and the meaning of the word, can implement reading instruction and assessment that promotes the level of automatic word recognition that is necessary for deep processing of the meaning of texts" (p. 14). To ensure that all students at all grade levels have effective reading instruction, NRCA must ensure that its teachers have both the deep knowledge and specific teaching expertise needed to teach the essential elements of reading. The School will provide professional learning in the science of reading for all classroom teachers, instructional coaches, and the principal to ensure they acquire the knowledge and skills to provide reading instruction and interventions as needed. By leveraging high quality professional learning in literacy instruction, the principal will increase his/her capacity to create a school culture that prioritizes excellent literacy instruction. Teachers have an opportunity to affect educational achievement through evidence-based instruction. The School's objective will be to increase the number of students who are reading on grade level before they reach the third grade. The School recognizes the need to address early student literacy gaps to effectively prepare students for the more rigorous content of grades 3-8. Intensive reading interventions (Tier 3) must be delivered by instructional personnel who possess literacy micro-credential or are certified or endorsed in reading. Instructional personnel who possess a literacy micro-credential and are delivering intensive reading interventions must be supervised by an individual certified or endorsed in reading. NRCA will deliver reading instruction that is personalized and meets the individual needs of the student. The School recognizes that some students need additional support to comprehend grade-level texts. A student learning English may need additional explicit instruction in academic vocabulary, while another student may have learning gaps in critical phonics skills that makes it difficult to decode multisyllabic words. According to the research on the science of reading, an effective reading program teaches foundational skills through a structured approach that includes the following aspects of the science of reading which will be systematically, sequentially, and cumulatively taught to students (https://www.waitetunaschool.com/post/school-newsletter-term-1-week-2):

- Phonemic Awareness
- Letter Formation
- Phonics
- Spelling
- Meaningful Word Parts
- Comprehension.

A Structured Literacy Approach

Reading instruction for all students will follow evidence-based methods and strategies grounded in the science of reading. The School will use a Structured Literacy Approach to assist readers of all ages and ability levels. Dr. Kirstina Ordetx (2021) published an article in the IMSE Journal titled *What Every Teacher Needs: A Good Science of Reading Curriculum* which states that "Structured Literacy is an approach to teaching reading that is based on the science of reading and years of research into how a child's brain acquires and processes information." As a result, Structured Literacy avoids assuming a child will identify or discover patterns in words to efficiently read and spell. Structured Literacy hinges on a well-developed, systematic, and cumulative curriculum that directly teaches students phonology, sound-symbol association, syllables, morphology, syntax, and semantics in an explicit and diagnostic manner. Dr. Ordetx states that "by using a systematic and cumulative approach, Structured Literacy remains organized and logical, starting with the easier, basic concepts and building upon those learned skills." The explicit approach requires consistent and direct student-teacher interaction, which allows for targeted and multisensory instruction to meet the different learning styles struggle of individual students. According to Dr. Ordetx, "Structured Literacy requires teachers to continually monitor the progress of students as they learn to read using standard, measurable methods of assessment." The Structured Literacy approach provides an ideal reading instruction curriculum for students founded upon the science of reading. While phonics and decoding are major components of such, Structured Literacy is not just phonics instruction. There are seven key *elements* of Structured Literacy instruction:

1. **Phonology**: the ability to distinguish, segment, blend and manipulate sounds (phonemic awareness)
2. **Sound-symbol association:** understanding how to map sounds to letters/graphemes.
3. **Syllables:** knowing the six types of syllable/vowel grapheme conventions and how to distinguish syllables for decoding.
4. **Patterns and conventions of print (orthography):** recognizing written syllable patterns that help a reader divide longer words into readable chunks and understand spelling conventions.
5. **Morphology**: the knowledge of the smallest language units (morphemes) including affixes and root words which form complex words.
6. **Syntax:** understanding the grammar and mechanical principles which relate to and determine word function.
7. **Semantics**: the skills to convey, comprehend and appreciate language meaning.

To be effective, Structured Literacy instruction must be guided by these evidence-based principles (https://www.giantleaps.nz/blog/structured-literacy-for-reading-success):

- **Explicit:** Structured Literacy instruction must be explicit. It requires direct teaching of concepts with guided practice and continuous student-teacher interaction. The teacher does not assume the student has deduced any concepts or skills.
- **Systematic & Cumulative:** Structured Literacy instruction must be systematic and cumulative. The instruction must follow a logical and methodical sequence of skills which build upon one another.
- **Hands-on, Engaging, & Multimodal:** Structured Literacy instruction often includes hands-on learning such as moving tiles into sound boxes as words are analyzed, using hand gestures to support memory for associations, building words with letter tiles, assembling sentences with words on cards, color-coding sentences in paragraphs, and so forth.

Listening, speaking, reading, and writing are often paired with one another to foster multimodal language learning.

- **Diagnostic & Responsive:** Structured Literacy instruction must be diagnostic and responsive. Teachers must use careful, continuous assessment to individualize instruction**.** Reading skills should be automatized so energy can be freed up for higher level comprehension and composition.

In the earlier grades, students will initially be taught to build word recognition skills through direct, explicit instruction in these areas (https://core.ac.uk/download/231840761.pdf):

- **Phonological Awareness:** the ability to recognize and manipulate the sounds of spoken language.
- **Phonics:** the ability to map sounds onto letters or combinations of letters (i e,sound spellings)
- **Recognition of High-Frequency Words:** the ability to automatically identify and read words that occur most often in text.

As students in the upper grades move systematically from learning to read to reading to learn, the following skills are essential for students to become proficient readers:

- **Literacy Knowledge** (Concepts of Print, Genres and Text Features)**:** knowledge specific to understanding how print works, such as reading it from left to right and top to bottom in English, and knowledge specific to understanding the features of literary and informational text.
- **Background Knowledge** (Content and Cultural): information stored in the brain based on prior experiences of topics and ideas.
- **Verbal Reasoning:** the ability to draw conclusions by connecting new information to what is already known.
- **Language Structures:** the knowledge of word meanings and how they are combined into meaningful sentences.

Research indicates that there are additional contributors to skilled reading which form bridging processes both within and across word recognition and language comprehension:

- **Fluency:** the ability to read with accuracy, automaticity, intonation/inflection, and proper phrasing
  - Teachers at NRCA will develop students' fluency through guided, repeated recorded readings or read alouds that address word recognition, speed, comprehension, and prosody.
- **Vocabulary Knowledge:** the ability to understand the meanings of words and phrases.
  - Teachers at NRCA will explicitly teach academic vocabulary at all grade levels, with a focus on content vocabulary within each core subject area.
- **Active Self-Regulation** the interest and desire to read that leads to active reading which includes *motivation* and *engagement.*
  - NRCA believes that students themselves play a key role in reading success. Skilled readers will utilize self-regulation strategies to maintain engagement with the text. In keeping with the School's guiding principles, the NRCA will help students acquire leadership skills, responsibility, accountability, and other character traits that will help them set goals and achieve them.

To promote **reading comprehension**, teachers will model close reading skills critical for reading to learn. Lessons will focus on standards mastery and teachers will use student growth data to inform instruction. At all grade levels, teachers will plan for small group instruction that includes targeted lessons based on identified skill gaps. Teachers will set target learning goals with students and work together with students and parents to reach them. NRCA will follow the district's evidence-based reading plan for students in grades K-8 with some modifications to the curriculum materials used. A detailed summary of the school's reading curriculum is included as Attachment D. To supplement the core reading curriculum, NRCA will use *i-Ready Reading* in grades K-8 to help teachers identify each student's unique literacy profile. Designed to enhance core ELA instruction, i-Ready accelerates achievement for all K-8 students. The program delivers personalized K-8 reading instruction and intervention that meets each student where they are and helps them grow.

Research-based curriculum and strategies for students who are reading at grade level or higher

To meet the needs of students who are reading at or above grade level, NRCA will provide enrichment lessons that are available through the reading textbook curriculum. These differentiated lessons and assignments will provide students with opportunities to practice and refine reading skills by engaging in critical thinking activities focusing on the specifications and depth of the grade level standards and above grade level standards. Additionally, these students will participate in novel studies accompanied by engaging and interesting assignments and projects related to the book.

Research-based curriculum and strategy for students reading below grade level

Even when best efforts are made to provide comprehensive core instruction, intervention remains a necessary tool for ensuring that students receive the targeted instruction they need to overcome reading difficulties. Rather than waiting for students to fall behind before providing reading support, the MTSS model provides the early identification of students reading below grade level through diagnostic baseline assessments and immediate instructional response that improves student outcomes through prevention of and intervention for reading difficulties. Assessment results help determine if students are successful with Tier 1, or core, instruction, which includes comprehensive whole-class and small-group instruction. The most effective interventions:

- Occur early in the child's schooling
- Ensure high-quality instruction
- Are data-informed
- Are differentiated and targeted
- Give special attention to intensity and duration.

A white paper published by Collaborative Classroom titled *What practices support effective, high-quality reading intervention?* (2023) defines intervention is "an essential tool for ensuring that all students receive the targeted instruction they need to overcome reading difficulties." While some students may never need intervention, for others it provides a lifeline to a successful future. To ensure its effectiveness, an intervention framework must provide a multilayered effort to ensure that every student receives what he or she needs in order to develop to full potential as a fluent, independent reader. When executed well, intervention instruction can make a significant difference in the educational trajectories of students. It is imperative that best practices in intervention be paired with best practices for core instruction. If Tier 1 instruction is lacking, then even the most

effective interventions will not be able to remedy that deficiency. In fact, the goal of intensified tiered instruction is to accelerate student learning so that students will no longer require additional levels of instruction and will be able to fully benefit from core instruction (https://info.collaborativeclassroom.org/high-quality-interventions-to-ensure-literacy-for-all-students).

Reading Intervention Strategies for Struggling Readers

According to Allison Green (2022), "reading intervention entails intensive or targeted instruction on reading to accelerate those who are reading below grade level." Green specifies that in the MTSS framework, "intervention can be provided at various stages: a) providing students with additional supports in the Tier 1 core space; b) delivering push-in or pull-out targeted interventions in Tier 2; or c) allocating a designated time for a smaller group of students for intensive intervention who are multiple years behind in Tier 3" (https://bostontutoringservices.com/blog/2022/06/reading-intervention-strategies/). To address the needs of struggling readers, NRCA will adhere to the following practices:

- Use Data to Determine Eligibility and Inform Instruction
- Deliver Explicit Systematic, and Cumulative Instruction
- Provide Scaffolded Independent Reading Practice

B. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

NRCA intends to offer Career & Technical Education (CTE) courses once the middle school is fully developed (grades 6, 7, and 8 are offered). In keeping with the School's focus on STEAM disciplines, CTE courses offered will fall into the Information Technology career cluster. This career cluster will help prepare students for occupations important to Florida's businesses and industries. The CTE curriculum framework includes program standards that are both academically integrated and responsive to high-demand careers. The CTE courses offered at the School will depend on middle school student enrollment, student interest (based on survey), available funding for implementation of courses, and availability of qualified instructors or program providers. A designated staff member will be responsible for developing and monitoring the implementation of the Information Technology Career Cluster. Below is a list of middle school CTE courses that are clustered under "Information Technology" on the Florida Department of Education website that may be offered at the school if feasible:

- Coding Fundamentals (9009200)
- Digital Discoveries in Society (9009600)
- Exploring Information Technology Careers (9009350)
- Exploring Information Technology Careers & Career Planning
- Fundamentals of Networking and Information Support (9009400)
- Fundamentals of Web and Software Development (9009500)
- Information and Communications Technology ICT) Essentials (9009100)
- Information and Communications Technology (ICT) Essentials Careers & Career Planning

(9009370)
- Orientation to Career Clusters (8000400)

Below is an example of the curriculum framework for a course listed in the Information Technology Career Cluster for Middle School provided in the .

- **Course Title - Coding Fundamentals (9009200)**
  Course Type: Orientation/Exploratory
  Career Cluster: Information Technology
  Course length: Semester/Year
- **Purpose -** To provide students with foundational knowledge and skills related to computer coding and software development.
- **Course Structure** – Course instructors must hold at least one of the following teacher certifications:
  - BUS ED 1@2
  - COMPU SCI 6
  - INFO TECH 7G
- **Standards** - Student will be able to perform the following:
  1. Demonstrate proficiency using specialized computer coding software.
  2. Develop an awareness of programming languages.
  3. Demonstrate proficiency using common software applications.
  4. Demonstrate knowledge, skill, and application of information systems.
  5. Demonstrate comprehension and communication.
  6. Demonstrate knowledge of different operating systems.
  7. Demonstrate proficiency in basic programming.

C. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

NRCA has selected research-based programs and materials to develop its curriculum. The materials selected will be used to implement the NRCA's Educational Plan as described in Section 3 of this application. The curriculum programs selected for the four core academic areas are described in a detailed chart located in this section (Section 4) in response to Question B, under the section titled "Core Academic Areas and Proposed Curriculum." These curriculum programs have been approved by the FLDOE for use in each course and grade level. These materials will be used to teach all Florida state standards. To ensure all standards are covered, teachers will use pacing guides that ensure each standard is taught using the selected programs or additional research-based materials. The School's applicant team conducted extensive research on educational practices that yielded favorable outcomes for students in grades K-8 to develop its education plan. As a result of this research, the applicant team identified four key areas upon which to build NRCA's Educational Plan. The research base used to design the School's Educational Plan is detailed in Section 3 in response to Question C. The next step for the applicant team was to select curriculum programs for each subject and grade level that were aligned to the School's mission and Educational Program. The team reviewed materials that were approved by the state and aligned to state standards. The ultimate selection for the School's core curriculum was based on a review of each program to ensure that it was grounded in educational research or included studies of schools that used the program with successful results. Below are the programs selected

for each core subject area and the research provided by the publishers.

❖ **K-5 ELA Core Curriculum and K-2 Writing Curriculum: Savvas *myView Literacy***

myView Literacy provides comprehensive, explicit instruction grounded in the Science of Reading. Research on the science of reading is provided in Section 3 under the heading Research on the Science of Reading in response to Question C of this application. The Savvas website states that its Academic Research Team "informs key decisions about a program's pedagogical approach, instructional design, creative design, and ease of use, as well as its effectiveness in the classroom" (https://www.savvas.com/index.cfm?locator=PS32J7).

❖ **2-8 Core Writing Program: *Write Score***

Write Score writing supplemental materials are derived from current critical and comprehensive research reviews, as well as large-scale federally funded research reviews. Adherence to state and national assessment guidelines and standards are carefully followed to ensure proper alignment. Write Score's assessment and instructional materials are also derived from information included in edited handbooks and research journals. *Write Score* recently commissioned a study to examine the degree to which the Write Score formative writing assessment and related resources is associated with gains in writing performance. The participants included students in the same school in grade 7 over a ten-week period of time. During that time, students in the control group received whole group, "business as usual" writing instruction twice per week that was not guided by baseline data. The Write Score group was provided targeted, small-group instruction twice per week guided by baseline assessment data and Write Score lesson plans and resources. At the end of ten weeks, each group was administered a second assessment. In the focus area of study, the Write Score group showed an increase of .49, while the control group showed a .06 negative result. In the raw score comparison, students in the Write Score group showed an increase of .54 more in the overall score than the control group (https://www.writescore.com/).

❖ **K-3 Reading - Tier 2 Targeted Interventions and Tier 3 Intensive Interventions: Wilson Language Training *Fundations* and University of Florida Literacy Initiative (UFLI) Lesson Resources and Foundations Toolbox**

Fundations is an explicit and systematic program that uses a Structured Literacy approach grounded in the Science of Reading to teach foundational reading skills. Studies have demonstrated the impact of Fundations in schools across the U.S. A Florida district conducted an independent analysis which determined that Fundations implementation in the general classroom is associated with better performance on four of six tested DIBELS scores in first grade and the DIBELS Letter Naming Fluency (LNF) subtest in kindergarten (https://dev.wilsonlanguage.com/programs/fundations/evidence-of-effectiveness/).

❖ **6-8 ELA Core Curriculum: *Amplify ELA***

"Drawing on extensive research into learning, cognition, and literacy, *Amplify ELA* is designed specifically for middle school. In particular, the program has a strong research base behind its approach to differentiation and how it challenges all students to work critically and successfully with complex text" (https://amplify.com/research-and-case-studies/amplify-ela-research). Amplify incorporates feedback from educator-led teams from the field to continuously improve the program.

❖ **K-8 Reading – Tier 2 and Tier 3 Interventions: Curriculum Associates *i-Ready* Reading**

Curriculum Associates conducted a large-scale study on the relationship between *i-Ready* Diagnostic and the 2021 FSA. The research found a high correlation between i-Ready Diagnostic and the FSA. Correlation between i-Ready Diagnostic and FSA Curriculum Associates collected data from approximately 276,000 students across 17 districts in Florida. The research study found a strong correlation between i-Ready Diagnostic scores and scores on the FSA administered during the 2020–2021 school year. English Language Arts by Grade Average = .84; Mathematics by Grade Average = .85; Assessment correlations above .70 are considered as strong in educational research. i-Ready Diagnostic exceeded this benchmark in both subjects and across all grades. Correlations are one of the most used and widely accepted forms of validity evidence. Students using i-Ready Personalized Instruction for an average of 45 minutes or more per subject per week for at least 18 weeks showed statistically significantly greater growth than the average student who did not use ***i-Ready*** Personalized Instruction during the 2017–2018 school year (https://www.aspicteramo.it/i-ready-diagnostic-scores-2020/).

❖ **6-8 Intensive Reading 1, 2, 3 (Tier 2 and Tier 3): HMH *Read 180***

Read 180 is the result of decades of research constantly informing and enhancing program development. As the results of 40 research studies published in the latest *Read 180* compendium show, from 2000 to 2015, the program has been successful with students of diverse backgrounds in California and across the nation. In a bronze level study conducted in Deer Valley Unified School District, Arizona, fourth- through eighth-grade English learners made significant gains on the state reading test and HMH *Reading Inventory*® after using *Read 180* for a year (2012). Results of the 2006 to 2011 Striving Readers gold level studies conducted in school districts—four of which used *Read 180* for a period ranging from one to five years—showed significant increases in reading achievement for struggling readers. In 2007, the What Works Clearinghouse "determined that the extent of evidence for the impact of READ 180 on student achievement is medium to large" for general literacy (https://core.ac.uk/download/323018031.pdf). In a study published in the peer-reviewed journal *Educational Evaluation and Policy Analysis*, *Read 180* was shown to have a significantly positive effect on reading comprehension and vocabulary for fourth- through sixth-grade students (Kim et al., 2011).

❖ **K-8 Math Core Curriculum: National Geographic Learning *Big Ideas Math***

The pedagogical approach used in the *Big Ideas* programs follow the best practices outlined in the most prominent and widely accepted educational research including John Hattie's Visible Learning, NCTM's Principles to Actions, Jo Boaler's Mathematical Mindsets, Wiggins and McTighe's Understanding by Design, and others. Big Ideas offers both discovery learning and scaffolded lessons at all grade levels.

❖ **Algebra 1 (6-8): National Geographic Learning *Big Ideas Algebra 1***

Big Ideas Algebra 1 provides a seamless articulation of focused topics from course to course. The curriculum was developed by the same authorship team (Larson and Boswell). The rigorous curriculum provided in Big Ideas provides a balance of three important building blocks grounded in research: conceptual understanding, procedural fluency, and application.

❖ **3-5 Supplemental Math Programs and 6-8 Classroom intervention support for struggling students: ExploreLearning *Reflex* and Explore Learning *Frax***

In a 2011 white paper written by Paul Cholmsky, he describes how the *Reflex* system uses research-proven methods and innovative technology to provide an effective and efficient solution for developing students' math fact fluency to full automaticity. In this paper, Cholmsky cites extensive research on the critical role of fact fluency in elementary school level mathematics and beyond (e.g., Isaacs & Carroll, 1999; Kail & Hall, 1997; Miller & Heyward, 1992; Royer et al, 1999; Woodward, 2006; Zentall 1990). Explore Learning ***Frax*** employs strategies highlighted in a study conducted by leading researchers in the difficulties of learning fractions: *Putting Fractions Together.* Braithwaite, D. W., & Siegler, R. S. (2020, March 19). Explore Learning "surveyed 1,465 teachers that had been awarded a Frax Educator Grant in the 2021–2022 school year. The large majority of teachers reported substantial improvements in learning and engagement. Key findings showed that 99.7% of teachers said they saw improvement in student learning and engagement because of Frax, with 87% of these teachers saying that Frax was better than any other program or tool they used to teach fractions in the past" (https://www.explorelearning.com/resources/insights/frax-research-shows-improvement).

❖ **6-8 Math - Tier 2 and Tier 3 Interventions: HMH *Math 180***

A research study was conducted to evaluate the effectiveness of the *Math 180* Digital Access Solution to help striving middle school students attain critical mathematics skills and close the achievement gap. For the implementation model examined in this study, two schools used the *Math 180* Digital Access Solution in addition to their regular core instruction. The sample consisted of 32 students in the 5th and 6th grades from two public schools in Georgia. Students within these schools were identified by the district as needing additional support in math based on district assessment data. Students worked independently as directed by their teachers in either a computer lab or their math classroom using a mobile cart, which provided them with the necessary technology. The pre- and post-assessment used to obtain baseline and end-of-year performance was the *Math Inventory*®. Results showed that use of the *Math 180* Digital Access Solution was associated with significant improvements in mathematical performance. On average, students using the solution improved by 159.1 Quantile measures. This level of growth exceeded the average performance typically seen in this cohort.

❖ **K-8 Science Core Curriculum: *Discovery Education Science***

The ***Discovery Education*** platform is built upon a theory of action about how best to enhance the K-12 teaching and learning experience. Based on the theory of action instructional approach, Discovery Education (DE) produced a logic model that serves as a conceptual map for the DE platform. The ***Discovery Education*** platform is built upon a theory of action about how best to enhance the K-12 teaching and learning experience. A theory of action is a collection of statements that hypothesize how intentional actions will result in change, based on insights from existing research. Collectively, our theory of action statements describe the philosophical foundation underpinning the program's approach to teaching and learning. At the core of the model are three essential components, or domains, of high-quality teaching and learning in a K-12 environment. Based on the theory of action instructional approach, Discovery Education (DE) produced a logic model that serves as a conceptual map for the DE platform.

❖ **K-8 Social Studies Core Curriculum: Savvas K-5th - *My World Interactive; 6th-MyWorld - World History; 7th-Civics Interactive; 8th-MyWorld -American History Beginnings to 1877***

Savvas Social Studies Programs and History Programs promote inquiry built around the C3

Framework and aligned to standards. Compelling questions drive student inquiries and reinforce social studies. Students participate in real-world projects, analyze primary sources, and engage in constructive and collaborative action. The National Council for the Social Studies (NCSS) conducted a three-year state-led collaborative effort on "the College, Career, and Civic Life (C3) Framework for Social Studies State Standards." The NCSS study published by Michelle Herczog (2013) titled *The Links between the C3 Framework and the NCSS National Curriculum Standards for Social Studies* describes the ways in which the C3 Framework corresponds with the national standards and identifies the distinctive contribution made by the C3 Framework. The C3 Framework delineates pedagogical approaches and guides states in upgrading their social studies standards (https://www.socialstudies.org/system/files/publications/articles/se_7706331.pdf).

D. Describe proposed curriculum areas to be included other than the core academic areas.

Subject certified teachers will provide instruction in the following non-core academic areas for students in grades K-8 that are aligned to the Next Generation Sunshine State Standards as described in C-Palms.

Special Area Courses for Grades K-5

- **Physical Education:** A minimum of 30 consecutive minutes of instruction will be provided daily. (According to s. 1003.455, F.S., students in grades K-5 must be provided 150 minutes of physical education each week.) Health education for K-5 will be embedded in the physical education program and the science program (as determined by NRCA). Programs and resources that the School anticipates using for K-8 include the following:
  - Harcourt Health & Fitness
  - Kidshealth.org
  - Center for Disease Control
  - Health Opportunities Through Physical Education
  - CPALMS
  - District Created Materials
- **Spanish:** All students in grade K-5 will receive instruction for 45 minutes per week. *Sonrisas* is the curriculum that the School anticipates using for K-5.
- **Art:** All students in grade K-5 will receive instruction for 45 minutes per week. *Explorations in Art* is the curriculum that the School anticipates using for K-8.
- **Music:** All students in grade K-5 will receive instruction for 45 minutes per week. Savvas *Interactive MUSIC* (Realize) is the curriculum the School anticipates using for K-8.

Elective Courses for Grades 6-8

- **Physical Education (Semester Courses):**
  Fitness - Grade 6
  Health 4 - Grade 6
  Team Sports - Grade 7
  Health 5 - Grade 7
  Individual/Dual Sports – Grade 8
  Health 6 – Grade 8
  Programs and resources that the School anticipates using for K-8 include the following:
  - Harcourt Health & Fitness

- Kidshealth.org
- Center for Disease Control
- Health Opportunities Through Physical Education
- CPALMS
- District Created Materials

- **Grades 6-8 World Languages Electives (Year)**
  Spanish – Beginning – Grades 6/7
  Spanish – Intermediate – Grades 7/8
  Spanish – Advanced – Grade 8
  Avancemos! is the curriculum that the School anticipates using.

- **Grades 6-8 Visual and Performing Arts Electives**
  Exploring 2d Art – Grades 6/7/8 (Semester)
  Exploring 3d Art – Grades 6/7/8 (Semester)
  Chorus 1 – Grades 6/7 (Year)
  Chorus 2 – Grades 7/8 (Year)
  Career Exploration (M/J Personal, Career, School Development Skills) *Required – Grades 6/7/8 (Year)
  Explorations in Art is the curriculum that the School anticipates using for K-8.
  Savvas *Interactive MUSIC* (Realize) is the curriculum the School anticipates using for K-8.
  Xello is a full K-12 College & Career Readiness program comprised of three interactive and age-appropriate modules the School anticipates using for career exploration, academic planning, and goal setting.

- **Grades 6-8 Internet Safety**

Pursuant to s.1003.42, F.S., schools must provide instruction to students in grades 6-8 on the social, emotional, and physical effects of social media. This instruction will include the negative effects of social media on mental health, including addiction; the distribution of misinformation on social media; how social media manipulates behavior; the permanency of sharing materials online; how to maintain personal security and identify cyberbullying, predatory behavior, and human trafficking on the Internet; and how to report suspicious behavior encountered on the Internet.

E. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

According to NRCA's mission and vision, the School intends "to provide a learning environment where every child feels welcomed" and "to establish a student-centered and nurturing learning environment that actively engages all students in their learning and leads them toward achieving their maximum potential." The School will employ personnel that will work closely with students to meet their unique, personal needs. NRCA's educational program is founded on the principle that all students can achieve success if provided with high quality instruction that includes early intervention of substantial academic deficits and the implementation of immediate supports to remedy deficiencies. The School believes in partnering with parents to attain positive results. The School's selected curricular programs are designed to provide access for all students and evidence-

based intervention programs will be used to ensure that all students can be fully engaged in the learning program through differentiated instruction in the core instructional program and immediate support based on real-time performance data.

A review of the School's student performance data for the previous year, Early Warning System report, and fall baseline data will be used to identify students in need of immediate targeted or intensive support. NRCA will implement a multi-tiered system of supports (MTSS) to meet the needs of students at all grade levels. The collaborative problem-solving team (referred to as the "Success Team") will meet at scheduled times during the year (at least monthly, and also as needed) to address the needs of students who have been identified as having substantial academic or behavioral deficits, as well as those students who are not making progress through the core instructional program. Through a problem-solving approach, the Success Team will review early warning systems, as well as academic, behavioral, and other factors, which may be impacting a child's performance. The Team will develop a plan of interventions and supports that will be monitored at interval times to determine whether the plan is working for that particular student. If a student is not responding to intensified academic and/or behavioral interventions, the Team will recommend an evaluation to determine if the student is eligible for exceptional student education services. English language learners who are not demonstrating academic success despite appropriate accommodations and comprehensible instruction using second language strategies will be provided with tiered interventions to support their success in achieving grade level mastery. NRCA will use specific systems and structures to assist students at risk of not meeting academic requirements that include, but are not limited to, the following:

- Ongoing progress monitoring to track individual student achievement of state standards
- Differentiated, small-group classroom instruction provided by classroom teachers based on student performance data to support attainment of grade level standards
- Computer-based programs to provide differentiated instruction and assessments in reading and math
- Extensive academic supports for retained third grade students
- Progress Monitoring Plans
- Parent notification and parent engagement in the development and implementation of a plan for the child's academic improvement
- Intensive Reading Course (6-8)
- Intensive Mathematics Course (6-8)
- Evidence-based reading and math programs to provide tier 2 and tier 3 interventions through the MTSS framework
- Before and/or after school tutoring
- Extended day academic program
- Scaffolded and explicit, research-based strategies to support ESE students in achieving grade level standards in accordance with their LEP plan
- Comprehensible instruction and second-language strategies and materials to supports ELLs in achieving grade level standards and IEP goals
- Adult/peer mentorship

Section 5: Student Performance

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students

who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

NRCA reviewed the newly released student proficiency scores for 2023 on the F.A.S.T. assessments in reading and math for Parrish Charter Academy (PCA), NRCA's sister school, which is located within eight miles of the new school. Parrish Charter Academy is operated by the same education service provider which will be contracted by NRCA. During the 2022-2023 school year, PCA served students in grades K-6. The average overall proficiency score in ELA for 2023 was 59%. The average overall proficiency score in math for 2023 was 55%. As the individual school scores or district end-of-year scores on the FAST ELA and FAST Math are not available at this time for the public, the applicant team is using this data as an indication of the proficiency levels of students from the Parrish area who will enroll in NRCA. Regardless of the current proficiency levels of students who enroll at NRCA, the School will administer baseline assessments in reading and math to determine their current levels and develop a plan according to students' needs. NRCA will participate in the coordinated screening and progress monitoring system as set forth in Florida statute. All students in grades K-8 will be screened in reading and math using the state-approved F.A.S.T. assessments to identify a baseline level in each area. The assessments will be administered in accordance with the district testing calendar. In addition to screening and progress monitoring students through the state's coordinated screening and progress monitoring system, the School will use the iReady Diagnostic Assessments to determine a reading and math baseline level for each student in grades K-8.

The School will analyze baseline performance for all students in reading and math to determine the school's goals for academic growth and improvement. The School's academic goals and objectives for improving student learning will be based on the actual incoming baseline. The School will set realistic goals that meet the needs of the School's student population. These goals must be measurable and will be adjusted as needed based on the results of progress monitoring assessments. If baseline scores are lower than expected for some students, these students will be provided with targeted or intensive interventions based on their needs. If baseline scores are higher than expected for some students, enrichment and advanced-level instruction will be provided for these students in relevant subject areas. NRCA will develop a School-Wide Academic Plan prior to the opening of the School that delineates **annual measurable academic goals** in each state-tested area, as well as mission-specific goals. The academic performance measurable goals for each year of the charter term as follows:

- To meet or exceed the district's average proficiency score (Level 3 and above) for each state-tested area on the following state-mandated tests: F.A.S.T. ELA, F.A.S.T. Math, B.E.S.T. Standards Writing Assessment, 5th and 8th grade Science Assessments; EOC Algebra 1 exam, and EOC Civics exam, as well as any additional assessments that may be required by the state.
- Student progress toward attainment of goals will be monitored throughout the year through internal assessments in each tested area and state-required progress monitoring

assessments.

- For each area in which the school does not meet or exceed the district's average proficiency score, NRCA will develop an explicit improvement plan designed to increase the School's performance in the deficient area(s) with the goal of meeting or exceeding the district's average each year of the charter term.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

1. **Cognia Corporation System Accreditation through FORZA Education Management:** By Year 5 of the charter term, NCRA will work with the ESP (FORZA) and other schools managed by the ESP to earn Cognia Corporation System accreditation.
2. **Student Leadership Skills:** By Year 2 of the charter term, and every year thereafter, 100% of students in grades 3-8 will complete a Student Leadership Portfolio demonstrating skills learned from participation in the *Leader in Me* program in accordance with established guidelines for completing the portfolio.
3. **Parent Satisfaction Goal:** During each year of the charter term, at least 80% of parents/guardians of students enrolled at the School will indicate a high level of satisfaction with their child's schooling experience, as evidenced by results on a school-developed Parent Satisfaction Survey. To meet this goal, at least 80% of parents' responses to positive survey statements related to school experiences or services are marked as "Agree" or "Strongly Agree."

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

NRCA will adhere to statutory provisions set forth in s.1008.25, F.S., related to student progression. As stipulated in the statute (https://www.flsenate.gov/Laws/Statutes/2016/1008.25), the student progression plan for students in K-8 must ensure the following:

"Each student's progression from one grade to another be determined, in part, upon satisfactory performance in English Language Arts, social studies, science, and mathematics; that district school board policies facilitate student achievement; that each student and his or her parent be informed of that student's academic progress; and that students have access to educational options that provide academically challenging coursework or accelerated instruction.

A comprehensive plan for student progression which must provide for a student's progression from one grade to another based on the student's mastery of the state standards, specifically in English Language Arts, mathematics, science, and social studies. The plan must:

- Include criteria that emphasize student reading proficiency in kindergarten through grade 3 and provide targeted instructional support for students with identified deficiencies in English Language Arts, mathematics, science, and social studies. The results of evaluations used to monitor a student's progress must be provided to the student's teacher in a timely manner and as otherwise required by law. Thereafter, evaluation results must be provided to the student's parent in a timely manner. When available, instructional

personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction.

- List the student eligibility and procedural requirements established by the school district for whole-grade promotion, midyear promotion, and subject-matter acceleration that would result in a student attending a different school, pursuant to s. 1002.3105(2)(b).
- Notify parents and students of the school district's process by which a parent may request student participation in whole-grade promotion, midyear promotion, or subject-matter acceleration that would result in a student attending a different school, pursuant to s. 1002.3105(4)(b)2.
- Advise parents and students that additional ACCEL options may be available at the student's school, pursuant to s. 1002.3105. Advise parents and students to contact the principal at the student's school for information related to student eligibility requirements for whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered by the principal."

NRCA will follow the student grade level placement procedures described in the **School District of Manatee County K-12 Student Progression Plan.** Admission and enrollment guidelines will be followed as stipulated in Section I of the Students Progression Plan (Admission and Enrollment). In accordance with s. 1003.21(1)(a)2, F.S., children who are five years of age on or before September 1 of the school year will be eligible for admission in the School's kindergarten class during that school year. Children who are six years of age on or before September 1, and have successfully completed the requirement for kindergarten, shall progress to first grade if kindergarten has been successfully completed. No provision for early admission to first grade exists, except for students coming from another state with an earlier admission date as set forth in Rule 6A-1.0985, Fla. Admin. Code.

Student Promotion Grades K-5

The School shall provide all courses required for elementary grade promotion, and appropriate instruction will be designed to ensure that students meet the Florida B.E.S.T. Standards and the Next Generation Sunshine State Standards. (Note: Senate Bill 1048 stipulates the renaming of "Next Generation Sunshine State Standards" as "state academic standards.") Progression from one grade level to the next is determined, in part, by proficiency in reading, writing, science, and mathematics. Each student and his or her parent must be informed of that student's academic progress. Students must achieve specific levels of performance on state assessments as defined by the Chancellor of Education. In accordance with Manatee District's Student Progression Plan, all students will receive the required instructional minutes of instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health, and physical education aligned with state standards. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined. If a student does not achieve the required level of performance, he or she must receive remediation or be retained with an intensive program that is different from the previous year's program and that takes into account the student's learning style. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. Good Cause Promotion Criteria for Grades 2-3 and Grades 4-5 are stipulated in the **Manatee District's Student Progression Plan.** The School will offer the following ACCEL options to students in K-5: whole-grade and mid-year promotion, subject-matter acceleration, and virtual instruction in higher grade-

level subjects. Whole-grade and mid-year promotion requires an elementary student to meet the student progression acceleration promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area.

Third Grade Promotion

In accordance with §1008.25(5)(c)," to be promoted to grade 4, a student must score a level 2 or higher on the statewide standardized English Language Arts assessment required for grade 3. If the student's reading deficiency is not remedied by the end of grade 3, as demonstrated by scoring Level 2 or higher on the statewide, standardized assessment required under s. 1008.22 for grade 3, the student must be retained. The School may not wait for a student to receive a failing grade at the end of the grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. The parent of any student who exhibits a substantial deficiency in reading must be notified in writing of the student's reading deficiency, as set forth in §1008.25(5)(d), F.S., including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected." All required information that must be provided to parents is stipulated in s. 1008.25(5)(d)1-9. After initial notification to parents, the school must communicate specific information related to intensive interventions and the child's progress as specified in s. 1008.25(5)(e)1-5. The statewide ELA assessment is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments will be used to assist parents and the school in determining when a child is reading at or above grade level and ready for grade promotion. Provisions are delineated in the District's Student Progression Plan for midyear promotion of students once the student has demonstrated the ability to read at grade level. Exemption of students from mandatory retention in grade 3 will be limited to students who meet any one of the "good cause exemptions" stipulated in s. 1008.25(6)(b)1-6 and s. 1008.25(6)(c)1-2 , F.S. Specific guidelines for successful progression for retained third grade students is delineated in s. 1008.25(7)(a) and s. 1008.25(7)(b). Additional guidance on the promotion of third grade students may be found on the FLDOE website under Just Read, Florida! Third Grade Guidance.

Student Promotion Grades 6-8

As stipulated in the Manatee District's Student Progression Plan, middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the district. Promotion from middle school to high school requires that the student successfully complete three middle school or higher courses in **English Language Arts, Mathematics, Science, and Social Studies** (including **Civics**, assessed by a state required End-of-Course exam which constitutes 30 percent of the student's final course grade). The required study of state and federal government and all state-required components of civics education will be incorporated into Civics. Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.

Middle schools must offer the equivalent of one class period per day of **physical education** for one semester of each year for students enrolled in grades 6-8. Parents may submit a waiver of the physical requirement for their child if they meet any of the established criteria as stipulated in the Manatee District's Student Progression Plan.

Middle school students will receive comprehensive **health education** that addresses 14 components as

stipulated in s. 1003.42(2)(n). Middle school students shall also receive instruction in life skills that assist in building confidence, support mental and emotional health, and enable students to overcome challenges.

Middle school students must successfully complete one course in **career and educational planning** which must result in a completed internet-based, customizable personalized academic and career plan for the student. The course must include research-based assessments to assist students in determining educational and career goals, emphasize the importance of entrepreneurship and employability skills, and must include information from the Department of Economic Opportunity's economic security report under s. 445.07, F.S.

Students who do not earn a level 3 or above on the required ELA and/or Math state assessment shall be enrolled in an **Intensive Reading** and/or **Intensive Math** course. Parents may submit a waiver of the intensive instruction requirement by completing the Intensive Instruction Waiver Request Form which stipulates the conditions and potential jeopardy to students' academic success and opportunities.

Each school must offer the following **ACCEL options**: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade-level subjects, and Credit Acceleration Program (CAP). Availability of these options for students requires that students meet the conditions stipulated in the Manatee County's Student Progression Plan.

Other available courses offered for middle school students include: **Foreign Language, Art**, and **Music.**

Other enrichment and exploratory courses may be offered by individual middle schools, such as dance, drama, agriculture, and gifted services. Each school will hold a parent meeting either in the evening or on a weekend to inform parents about the school's curriculum and activities. Middle school students may have the opportunity to earn high school credits and/or industry certifications.

In addition to evidence-based reading courses, reading instruction is integrated throughout the entire curriculum. All middle schools must follow the School's approved curriculum. Schools are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

A. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.

NRCA intends to follow the Manatee County Student Progression Plan.

B. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.
Not applicable

C. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Promotion criteria for students in grades K-8 will be included in the NRCA Parent-Student Handbook which will be provided to all parents. Additionally, the School will ensure ongoing communications with parents throughout the year regarding their children's progress. The School will provide parents with information on whether their child is making grade level progress and whether the child gains at least a year's worth of learning every year. In accordance with s.1008.22(8), F.S., "the evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, response to intensive interventions and other relevant information. Progress reporting must be provided to the parent in writing in a format that is easily understood and accessible through secure, web-based options. Parents will be immediately informed when it is evident that his/her child is not making sufficient progress for promotion to the next grade level in order to work together to assist the student."

Assessment and Evaluation

D. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

In accordance with s.1008.22(6) F.S., "measurement of student performance is the responsibility of school except in those subjects and grade levels measured under the statewide, standardized assessment program described in this section and the **coordinated screening and progress monitoring system** under s. 1008.25(8) F.S. When available, instructional personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction." NRCA will assess student progress throughout the year using evidence-based programs and other measures designed to monitor learner progress in each academic area. The rationale for using each of the assessments listed below is that they are all specifically aligned with state standards in each of the core areas. Results will be used by teachers to inform instruction and gather data about each student's level of understanding and mastery of lesson objectives and standards. The School's proposed assessment schedule is included as Attachment F.

Primary Interim Assessments:

- **i-Ready Diagnostic Reading and Math Assessments:** NRCA will use the i-Ready Reading and Math Diagnostic Assessments to determine baseline levels. The assessment is given **once per year** (prior to the F.A.S.T. ELA and Math assessments) to determine an individualized pathway for students to engage in i-Ready lessons. The i-Ready program will allow teachers to track how students are performing throughout the school year and group them for re-teaching or targeted interventions to support each student in meeting their individualized i-Ready growth goal or "stretch" goal. Parents will have access to their results within one week of assessment.
- **Read 180:** NRCA will use Read 180 for its intensive reading classes for grades 6-8. Students are provided with an **initial diagnostic assessment** and then provided lessons and online bridge lessons that are appropriate for the assessed grade level. Additionally, students will be grouped based on their initial level. This process will be done at the start

of each academic quarter **(four times per year)** and students' levels and groups will be adjusted accordingly. Parents will have access to their results within one week of assessment.

- **Math 180:** NRCA will use Math 180 for its intensive math classes for grades 6-8. Students are provided with an **initial diagnostic assessment in the fall** and then provided lessons and online bridge lessons that are appropriate for the assessed grade level. Additionally, students will be grouped based on their initial level. This process will be done at the start of each academic **quarter (four times per year)** and students' levels and groups will be adjusted accordingly. Parents will have access to their results within one week of assessment.
- **Writing Score Assessments:** NRCA will use WriteScore for its writing assessments for grades K-8. Students are provided with **an initial diagnostic written assessment** and then provided lessons and online bridge lessons that are appropriate for the assessed grade level. Additionally, students will be grouped based on their initial level. **This innovative program used for measuring student improvement in writing will be done three times a year (August, November, and February)** and will be based on the writing styles noted within the grade level standards. Teachers will have access to remediation lessons for each of the rubric categories with lessons and materials provided. Parents will have access to their results within one week of assessment.
- **Civics Interim Assessments:** NRCA will use the assessment provided with the Civics curriculum, as well as **interim assessments provided within the** *Gateway to American Government and Civics* supplementary curriculum to assess learning progress towards end of year standards. The teacher will administer a **pre-test (August), mid-year test (December), and a post-test (April)** to identify standards gaps and work with students using additional lessons and activities. Parents will be provided with the test results within one week of assessment.
- **Science Interim Assessments:** NRCA 5th and 8th Grade students will be progress monitored three times a year through a **pre-test (August), mid-year test (December), and a post-test (April)** provided through the Coach Science workbooks. These will be graded, and standards will be analyzed to determine learning gaps. Parents will be provided with the results within a week of assessment.
- **Unit Assessments from Core Curriculum Programs: ELA, Math, Algebra, Science, Social Studies, Civics):** Each of the state adopted curriculum choices adopted by NRCA provide formative assessments, interim assessments, and project-based assessments that are standard aligned and will be used to gather information on student progress throughout each unit. Assignments and assessments will be provided to students as a whole group and with any allowable accommodations. Student grades will be provided through FOCUS for parent access and monitoring.
- **Other Student Academic Progress Monitoring:** Teacher-made tests, class participation in discussions, use of checklists, rubrics, and exit tickets will be used to monitor student progress. Innovative measurement tools will also be used to measure student mastery that include authentic assignments and projects, portfolios, research papers, and choice board assignments.

E. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for

classroom teachers, and leading or coordinating professional development to improve student achievement?

A comprehensive assessment program aligned to the core curricular content and aligned with the state academic standards will be used to assess student performance and inform instruction. The primary purpose of the student assessment program is to provide student academic achievement and learning gains data to teachers, students, parents, and school administrators. This data is to be used by the Principal to guide learning objectives and coordinate professional development. The principal and other instructional leaders will implement a comprehensive system of analyzing and interpreting student performance data to evaluate and inform instruction. Throughout the year, teachers will consistently use different types of data to gauge student progress which includes real-time data, formative data, and summative data. Teachers will also use high-interest, innovative methods to measure student progress such as project-based learning, technology-based learning, and collaborative problem-solving projects. The principal and other instructional leaders will be responsible for continually monitoring student data in order to take actions as needed. The principal and leadership team will schedule and conduct a Data Review Meeting with teachers, by grade level or department, on a monthly basis to analyze student performance data and make informed decisions regarding instruction. The team will analyze data by group, sub-groups, class, and individual student level. By collectively analyzing school, group, class, and individual trends, the teachers and principal will be able to create and implement appropriate action plans. The focus will be on creating student groups based on the data results. Additionally, the team will be able to determine the effectiveness of the curriculum and other educational programs, as well as teaching practices. The principal and/or designee will review lesson plans and conduct classroom walkthroughs on a weekly basis to ensure teachers are providing differentiated instruction to students based on the data. Staff will also review and discuss data during professional learning community (PLC) sessions and staff meetings. The principal will continually analyze student data and monitor teaching practices to determine the professional learning needs of teachers and other instructional staff.

F. Explain the training and support that principalship and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

The principal will be responsible for providing teachers and other instructional leaders with training in the analysis, interpretation, and use of student performance data to drive instruction and improve student learning during grade level and department meetings. Additional training may be provided to staff by the district, educational consultants, webinars, or online professional development. The representatives of the companies that develop the curriculum and assessments used by the School will provide appropriate training at the School site. Principals and teachers will be thoroughly trained on reading and analyzing data reports that are generated by the School, district, or state.

G. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

The NRCA principal and teachers will monitor student data to ensure that students are making academic achievement and meeting grade level expectations. The Governing Board will receive a

report on student performance at every board meeting in order to monitor the quality of the educational program and the level of student performance. The reports that are reviewed will be disaggregated to show student performance by school, class, sub-group, and individual students. Appropriate action will be taken to address each of these areas as follows:

- If the School is performing below expected levels, as determined by an analysis of school-wide data in each academic area based on annual measurable goals and benchmarks for attainment of goals, the leadership team will meet with teachers at a faculty meeting, and by grade level and department, to discuss areas that need improvement, discuss potential reasons for low performance, identify strategies for improvement, and set goals. Additionally, the principal will facilitate PLCs to allow teachers to share best practices.
- If a particular class is performing below expected levels, as determined by progress monitoring assessments, as well as a comparison to other classes during the current and previous years, the principal will conduct several informal classroom observations and provide the teacher with feedback on instructional practices. The principal will review lesson plans with the teacher to ensure that effective strategies and methods are being used. The principal will continue monitoring student performance in the class and teacher performance through consistent classroom walk-throughs. If needed, the principal will assign a mentor to the teacher and provide appropriate professional learning.
- If an analysis of the student performance data reveals that any of the School's subgroups are underperforming, and there is a learning gap among subgroups, the principalship will meet with appropriate faculty to review this information (i.e., teachers of ESE and/or ESOL students). Teachers will be required to address the needs of these students through appropriate strategies and materials. The principal will monitor the implementation of strategies by reviewing lesson plans and visiting classrooms each week.
- If student achievement is below expectations and the student progress monitoring data reports indicate that a student is not making adequate progress, the principalship will work with the Student Success Team to develop a plan for the student. The plan will include goals, intervention materials, intervention schedule, methods of assessing growth, persons responsible for implementing and monitoring interventions, and dates for monitoring progress at interval points throughout the implementation of the plan. Parents of students who are not making adequate progress will be contacted and involved in the process.

H. Describe how student assessment and performance information will be shared with students and with parents.

NRCA will comply will all statutory requirements set forth in s. 1008.22 (7)(h) which stipulates that “results of statewide, standardized assessment in ELA and mathematics, science, and social studies shall be reported in an easy-to-read and understandable format and delivered in time to provide useful, actionable information to students, parents, and each student’s current teacher of record and teacher of record for the subsequent school year; however, in any case, the district shall provide the results pursuant to this paragraph within 1 week after receiving the results from the department. A report of student assessment results must, at a minimum, contain:

1. A clear explanation of the student’s performance on the applicable statewide, standardized assessments.
2. Information identifying the student’s areas of strength and areas in need of improvement.

3. Specific actions that may be taken, and the available resources that may be used, by the student's parent to assist his or her child based on the student's areas of strength and areas in need of improvement.
4. Longitudinal information, if available, on the student's progress in each subject area based on previous statewide, standardized assessment data.
5. Comparative information showing the student's score compared to other students in the school district, in the state, or, if available, in other states.
6. Predictive information, if available, showing the linkage between the scores attained by the student on the statewide, standardized assessments and the scores he or she may potentially attain on nationally recognized college entrance examinations."

With the passage of new legislation proposed in HB 7039, s. 1002.20(11), F.S. has been amended as follows: "The parent of any K-3 student who exhibits a substantial reading deficiency or the characteristics of dyslexia pursuant to 1008.25(5) or any K-4 student who exhibits a substantial deficiency in mathematics or the characteristics of dyscalculia pursuant to s. 1008.25(6) shall be immediately notified of the student's deficiency and consulted in the development of a plan, as described in s.1008.25(4)(b). Parents will be kept informed on their student's progress via diagnostic reports, interim progress reports, report cards, and parent conferences and other communications. Student progress will be reported eight times a year, at minimum. In addition to quarterly interim progress reports and quarterly report cards, state-required progress monitoring assessment reports will be sent home as soon as the state provides results. Additionally, as stipulate in s. 1008.25(8)(c)4, "An individual student report must be provided in a printed format upon a parent's request." The School's annual school performance data will be posted on the school's website for parents, students and other stakeholders to view.

I. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

All employees of NRCA will be required to comply with the Family Educational Rights and Privacy Act (FERPA) and with any state or district mandates regarding student privacy. NRCA personnel must adhere to the guidelines as identified in the Employee Handbook with regards to the protection of the privacy of students. The principal will ensure that all employees are properly trained in protecting the privacy of students. The principal and registrar/student records personnel will ensure the security of student records by:

- Providing training to all staff on FERPA guidelines and including this information in the Employee Handbook
- Maintaining student records in fire-proof file cabinets that are locked and maintained in spaces that are locked as appropriate
- Limiting access to student records to authorized personnel only and reviewing list of personnel with access on an annual basis to ensure up-to-date information
- Providing access to electronic student records information to only those employees needing it to perform essential job functions
- Requiring all employees who are granted access to student data to sign a confidentiality agreement stating that they will comply with statutes that protect student privacy
- Requiring parents and others (as permitted) to present a picture identification card before releasing information

- Using password-protected workstations to keep unauthorized personnel from logging on to the School's computers
- Shredding appropriate documents as required

Section 6: Exceptional Students

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

NRCA's population of students with disabilities will be representative of the Manatee School District. In order to determine the projected population of students with disabilities at NRCA, data was retrieved from FLDOE EduData that provides the Student Population and Demographics for each district. According to the 2021-2022 profile, 15.3% of the students enrolled in the School District of Manatee County were classified as Students with Disabilities (which includes a variety of categories of disabilities). A review of the percentage of Student with Disabilities (SWD) for 2022-2023 at Parrish Charter Academy (PCA), the sister school of NRCA, showed that 10.5% of the total student population was classified as SWD. Using this data, NCRA projects it will serve approximately 13% of students with disabilities. The projected number of SWDs to be served for each year of the charter term are shown below:

- Year 1: 63 ESE (Projected enrollment of 488)
- Year 2: 80 ESE (Projected enrollment of 616)
- Year 3: 99 ESE (Projected enrollment of 762)
- Year 4: 147 ESE (Projected enrollment of 1138)
- Year 5: 170 ESE (Projected enrollment of 1310)

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

NRCA will not discriminate on the basis of race, color, national origin, sex, marital status, or disability in the school admission process. The school's application process and timeline are described in Section 14 Student Recruitment and Enrollment of this application. The process will be conducted in such a way as to ensure that no possibility of discrimination against students who may have disabilities can occur, nor can the discrimination of any other protected class. In accordance with s. 1002.33(10), F.S., all students residing within Manatee County School District will be eligible to attend NRCA. NRCA will comply with all federal and state antidiscrimination laws, including Title XI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Florida Educational Equity Act, Individuals with Disabilities Education Act (IDEA) and its regulations at 34 CFR §300; Section 504 of the Rehabilitation Act of 1974; Florida statutes and State Board of Education rules regarding students with disabilities and gifted students; the school district's Exceptional Student Education Policies and Procedures (SP&P); and the contract executed between the district and the School. Incoming students with an Individual Education Plan (IEP) and a 504 accommodation plan will have equal access to attending NRCA and the School will follow IEP and 504 plans as appropriate.

C. Describe how the school will work with the sponsor and through the Individual Education

Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

NRCA will maintain compliance with the Individuals with Disabilities Education Act and will provide students with disabilities a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE). NRCA will follow all federal special education laws, Florida state statutes, and the School District of Manatee County's Exceptional Student Education (ESE) policies and procedures as stipulated in https://www.manateeschools.net/ESE. NCRA will adhere to all requirements stipulated in Rule 6A-6.03028(3)(g), F.A.C., related to the provision of Free Appropriate Public Education (FAPE) and the development of Individual Educational Plans for students with disabilities. NRCA's principal will work closely with the district's Exceptional Student Education staff on issues related to students with disabilities. NRCA will ensure that staff understand federal and state law regarding students with disabilities by providing an overview during pre-planning sessions prior to the opening of schools, and by reviewing teacher expectations and accountability for the success of ESE students through appropriate and individualized instruction that meets each students needs and focuses on providing high quality instruction.

Students with disabilities will be educated with their non-disabled peers to the greatest extent possible and in accordance with their IEP. All special education and related services will be determined by each student's Individual Education Plan (IEP). The School will collaborate with the district to ensure that appropriate personnel are trained in the development and implementation of each student's IEP. The IEP will ensure that the student has access to FAPE in accordance with the student's strengths, parent concerns, assessment results, and areas of need related to academics and/or behavior. When appropriate, functional behavioral assessments and behavioral intervention plans will be developed to explain and redirect the academic and social behaviors of students and to prevent the escalation of problem behaviors.

The IEP is a written, legal document that will include:

- Student's present level of performance
- Strengths, weaknesses, abilities, and educational needs
- Area(s) of eligibility (based on the specific categories named in IDEA)
- Annual measurable goals and objectives
- Program placement
- Accommodations and level of participation in assessments
- Transition plan

Additionally, program components including specialized instruction and related services, goals, progress reports to parents on goals, and curriculum, whether standard and/or modified, and assessment may also be addressed therein. Supplementary aids and related services will also be identified. Necessary accommodations and modifications will be clearly delineated in the written plan as well. The Individuals with Disabilities Education Act (IDEA), the Federal law concerning the education of students with disabilities, requires schools to provide the parents of a child with a disability with a notice containing a full explanation of the procedural safeguards available under IDEA and U.S. Department of Education regulations.
NRCA will ensure that the student's IEP is implemented as written. Parents will be provided with

a copy of the IEP, as will students' teachers. Service providers will have access to the IEP and his or her specific responsibilities for implementing the IEP. This includes the accommodations, modifications, and supports that must be provided to the student, in keeping with the IEP. NRCA will ensure that the student's progress toward the annual goals is measured, as stated in the IEP. Parents will be regularly informed of progress and whether that progress is sufficient for the child to achieve the goals by the end of the year. If a child needs a particular related service in order to benefit from special education, the related service professional should be involved in developing the IEP. He or she may be invited by the School or parent to join the IEP team as a person "with knowledge or special expertise about the child." NRCA will ensure appropriate programming and delivery of related services to exceptional students, especially with respect to the responsibilities that exist for providing FAPE to children with disabilities, as identified in the student's IEP with adherence and fidelity to district policies. The School will work with the district to ensure that the School is able to properly provide students with the services to which they are entitled. If the School's program is not able to meet the student's individual needs, per the IEP, the School will collaborate with the district to ensure the student is properly placed at a school that is able to meet the student's IEP.

The Individuals with Disabilities Education Act (IDEA) requires accountability for each IEP developed through an annual review process. The purpose of the annual IEP review meetings is to ensure that students are meeting their goals and making educational progress. Reevaluation review meetings will be conducted every three years. Because accountability measures determine whether the student is making progress, NRCA will be careful to describe expectations for tasks and skills the student needs to learn in terms that can be evaluated. The expectation is that frequent assessments of the individual's performance will occur. NRCA will offer a variety of educational, extracurricular, and cultural-building activities to all students, including students with disabilities. All students will have an opportunity to participate in all activities and will be encouraged to do so. Instructional staff will be well versed in student accommodations if applicable during their professional development or consulting with the ESE staff.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

NRCA will utilize a Multi-Tiered System of Supports (MTSS) instructional and behavioral intervention framework to identify students who may qualify for special education and related services. The School will abide by the stipulations set forth in Rule 6A-6.0331(1), F.A.C., regarding the determination of eligibility which states the following: "It is the local school district's responsibility to develop and implement a multi-tiered system of support which integrates a continuum of academic and behavioral interventions for students who need additional support to succeed in the general education environment. In implementing a data-based problem solving process designed to develop, implement and evaluate a coordinated continuum of evidence-based instruction and intervention practices, a school district may carry out problem solving activities that include the provision of educational and behavioral evaluations, services, and supports, including evidence-based literacy instruction and professional development for teachers and other school staff to enable them to deliver scientifically based academic and behavioral interventions and, where appropriate, instruction on the use of adaptive and instructional technology."

In accordance with Rule 6A-6.0331(3), each school district must conduct a full and individual initial evaluation before the initial provision of ESE. Either a parent or a school may initiate a request for initial evaluation to determine if the student is a student with a disability. Circumstances which would indicate that a student may be a student with a disability who needs special education and related services include, but are not limited to, the following:

- The student's response to intervention data indicate that intensive interventions implemented are effective but require a level of intensity and resources to sustain growth or performance that is beyond that which is accessible through general education resources;
- The student's response to interventions indicates that the student does not make adequate growth given effective core instruction and intensive, individualized, evidence-based interventions; or
- A parent requests an evaluation and there is documentation or evidence that the student may be a student with a disability and needs special education and related services.

Within thirty (30) days of a determination that a circumstance described in Rule 6A-6.0331 exists for a student, the school must request consent from the parent to conduct an evaluation, unless the parent and the school agree otherwise in writing. If a parent requests that the school conduct an evaluation to determine whether their child is a child with a disability in need of special education and related services, the school district must within thirty (30) days, unless the parent and the school agree otherwise in writing as stipulated in the rule. Prior to a school district request for initial evaluation of a student suspected of having a disability, school personnel must make one (1) of the following determinations and include appropriate documentation in the student's educational record to the effect that:

1. The general education intervention procedures have been implemented as required under this rule and the data indicate that the student may be a student with a disability who needs special education and related services;
2. The evaluation was initiated at parent request and the activities described in this rule will be completed concurrently with the evaluation but prior to the determination of the student's eligibility for special education and related services; or
3. The nature or severity of the student's areas of concern make the general education intervention procedures inappropriate in addressing the immediate needs of the student.

The school district shall be responsible for conducting all initial evaluations necessary to determine if the student is eligible for ESE and to determine the educational needs of the student. Such evaluations must be conducted by examiners, including physicians, school psychologists, psychologists, speech-language pathologists, teachers, audiologists, and social workers who are qualified in the professional's field as evidenced by a valid license or certificate to practice such a profession in Florida. Initial evaluations of students suspected of having a disability are completed within sixty (60) calendar days after the school district's receipt of parent consent for evaluation. The sixty (60)-day timeframe for evaluation does not apply to a school district if:

1. The parent and school district, by mutual written agreement, extend the sixty (60)-calendar day requirement by no more than thirty (30)-calendar days. The written agreement must be secured before the forty-fifth (45th) calendar day, but after the formal testing has begun and it was determined that other evaluators are needed to complete the required full and

individual evaluation.

2. The parent of the student repeatedly fails or refuses to produce the student for the evaluation; or
3. A student enrolls in a school served by the school district after the timeframe has begun, and prior to a determination by the student's previous school district as to whether the student is a student with a disability. This exception applies only if the subsequent school district is making sufficient progress to ensure prompt completion of the evaluation, and the parent and subsequent school district agree to a specific time when the evaluation will be completed.

Assessments of students with disabilities who transfer from one school district to another school district in the same school year must be coordinated with those students' prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of full evaluations.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

NRCA will provide exceptional student education services to students whose Individual Education Plans can be implemented in a general education classroom environment with at least 80% of instruction occurring with non-disabled peers. NRCA will employ state certified Exceptional Student Education (ESE) teachers who will provide consultative, collaborative, and/or specialized academic services to students with disabilities, as determined by the Individual Education Plan (IEP), in the general education and special education environment. Students whose IEPs indicate a placement in a special education environment for up to 20% of the day will be serviced by an ESE provider in an appropriate special education setting. The instructional special education environment will be an ESE Resource Room where students will receive specialized instruction from an ESE-certified teacher, using appropriate instructional methods designed to support the needs of ESE students, based on the services and placement in the IEP. The ESE teacher will regularly collaborate with the general education teachers to ensure that all students with disabilities are receiving the support, accommodations, and/or modifications outlined in their IEPs. Instructional strategies from the IEP that the ESE teacher has reviewed with the general education teacher will be documented in the teachers' lesson plans. As required by federal law, general education teachers will be active members of the IEP team and will receive a copy of the student's IEP. As required by s. 1012.585(3)2.(e), F.S., an applicant for renewal of a professional certificate must earn a minimum of one college credit or the equivalent in-service points in the area of instruction for teaching students with disabilities. If a student with a disability receives a related service, as indicated on his/her IEP, the related service provider will also work collaboratively with the general education and ESE teachers. Related services will be provided in the general education classroom and/or on the general education setting in order to promote generalization of skills and support Least Restrictive Environment mandates.

F. Describe how the school will work with the sponsor and through the IEP process to

determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

NRCA will also work with the sponsor to provide exceptional student education services to students whose IEPs require both a general education and resource room special education setting (40-80% of the time). Through an ESE Resource Room "pull out" model, a state-certified ESE teacher at NRCA will provide direct, specialized instruction to students with disabilities whose IEP determines that the student requires a combination of instruction in both a regular classroom as well as in a separate resource room. The frequency and duration of services will be determined by each student's IEP. The ESE teacher will continuously collaborate with general education teachers to ensure that students serviced through this model are also receiving the accommodations and supports outlined in their IEPs in the general education setting. All general education teachers will receive a copy of the student's IEP.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

NRCA will continuously assess the needs of its students and the availability of services at the School. In the event that a student's Individual Education Plan indicates that the student's educational needs require a separate classroom (less than 40% of instruction would be provided with non-disabled peers) or the IEP specifies that a special education setting is required that is not available at NRCA, the School's ESE Specialist will work with the designated ESE representative from the district to ensure the student is provided with a Free Appropriate Public Education in the Least Restrictive Environment. The School will work collaboratively with the district so that all ESE students have access to the entire continuum of services to which they are entitled.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

Annual meetings will be scheduled to review each student's IEP or 504 Plan. The participants in the meetings will be based on federal requirements but will include, at a minimum, the General Education Teacher, ESE Teacher, Local Education Agency Representative, an Evaluation Specialist, and Parent/Guardian. These meetings will be comprehensive and will include an evaluation of the student's goals, objectives, supplemental aids, services, and placement. Present levels of performance will be updated and documented using a variety of assessment data, including but not limited to district and state assessments, diagnostic assessments, formal evaluations, observations, and review of records. IEP or 504 Plan goals will be documented as mastered, revised, or created based on this information. If a student needs any additional services, supports, or accommodations, these will be added to either the IEP or 504 Plan. In addition to annual meetings, quarterly progress reports will be sent home to parents of students with disabilities who have an IEP. These progress reports will provide detailed information about the

student's progress on each of his/her IEP goals. At any time during the school year, if a student is not making acceptable academic and/or behavioral progress, an Interim IEP or 504 Plan meeting will be held with all required team members. Goals will be revised, as needed, and additional supports and services may be put into place. Prior to any formal meeting, the student's parent/guardian will receive a copy of the Florida Department of Education's Notice of Procedural Safeguards for Parents of Students with Disabilities. This will ensure that the parent/guardian is informed of his/her rights as a partner in the educational process under the Individuals with Disabilities Education Act.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

NRCA will employ highly-qualified Exceptional Student Education (ESE) teachers with appropriate state certifications to serve students with disabilities. Projections for ESE students to be served at NRCA are approximately **13%**. This projection is based on the percentage of students with disabilities attending district schools in 2021-0222 according to EduData (15.3%), as well as the percentage of students attending Parrish Charter Academy in 2022-2023 who qualified for ESE services (10.5%). If the number of students requiring special education differs from NRCA's projections, staffing adjustments will be made and funded as needed.

Year	Projected Enrollment	Projected ESE Students	ESE Teacher/ Coordinator	Hours of Weekly Services
Year 1	488	22	2	As needed
Year 2	616	28	2.4	As needed
Year 3	762	35	2.6	As needed
Year 4	1138	53	3.8	As needed
Year 5	1310	61	4.2	As needed

In the event that an IEP team determines that a student requires special education or related services that are not available at NRCA, such as Speech/Language Therapy, Counseling, Occupational/Physical Therapy, and Psychological Testing**,** the School will contract with outside providers for the services.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

NRCA will continually measure its effectiveness in serving ESE students in order to improve outcomes for these students. The School will measure the effectiveness of the ESE program using the following key indicators:

- Students' Progress on IEP Goals
- Classroom Performance
- Learning Growth on Progress Monitoring Assessments
- Results on State and District Assessments

The School will review ESE students' progress on their annual goals, which will be reported to parents at least quarterly. Other measures to assess the quality of the program will include

classroom teacher observations, student performance data on state and school-wide assessment measures. The ESE teacher/coordinator will provide quarterly reports to the principal on the progress of the students in the ESE program (including a comparison of ESE student data with non-ESE student data). Also, the ESE teacher/coordinator will communicate any concerns held by parents, students, or teachers related to services provided by the School for ESE students. All students, including those with disabilities, will participate in standardized testing, unless an IEP Committee has determined that a student meets exemption criteria. The evaluation of the school's overall effectiveness in serving students with disabilities will include analyzing data from standardized test scores for these students to identify achievement gaps that will be addressed through individualized academic support to be provided by ESE and general education teachers.

K. Describe how the school will serve gifted and talented students.

NRCA will ensure that students suspected of being gifted are evaluated within a reasonable period of time as specified in the district's ESE Policies and Procedures Document as defined in subsection 6A-6.03411(2), F.A.C., but no more than ninety (90) school days that the student is in attendance after the school district's receipt of parental consent for the evaluation. In accordance with Rule 6A-6.03019, F.A.C., a student is eligible for special instructional programs for the gifted if the student meets the criteria listed under (a) or (b) of this rule as stated below:

a) The student demonstrates:
    1. Need for a special program.
    2. A majority of characteristics of gifted students according to a standard scale or checklist; and,
    3. Superior intellectual development as measured by an intelligence quotient of two (2) standard deviations or more above the mean on an individually administered standardized test of intelligence.
b) The student is a member of an under-represented group and meets the criteria specified in an approved school district plan for increasing the participation of under-represented groups in programs for gifted students.

In collaboration with the School, the district will be responsible for conducting initial evaluations of students referred for placement in the gifted program. Screening will be conducted in accordance with state and district guidelines. Once the evaluation is complete, the principal, parent, teacher, and the district's designated ESE Specialist will meet to determine if the student meets eligibility requirements in accordance with State Board of Education and LEA rules. Eligible students who elect to participate in a gifted program will have an educational plan (EP) developed which will be valid for three years. NRCA's educational program will promote authentic, rigorous, student-driven learning for all students. Students identified as Gifted will receive additional enhanced educational opportunities provided throughout the regular school day through a state-certified or gifted endorsed teacher. The service delivery model NRCA will implement for gifted students will be consultation services which will require the gifted-endorsed and classroom teacher to work together to meet the requirements of the student's EP. Gifted/advanced students will be educated in an environment that promotes acceleration. Programs will be provided for gifted students that offer significant adaptations to both curriculum and methodology. Academically talented students need new challenges, special motivational and enrichment opportunities, and special supports to ignite their passion and interests. NRCA will provide enriched learning

experiences and higher learning standards for gifted students using **ESE Gifted Resources** provided on the School District of Manatee County website: Exceptional Student Education (ESE) / ESE Gifted Resources (manateeschools.net) such as the following:

General Resources
Google Arts and Culture - Virtual tours of famous locations around the world
The Nature Conservancy
Internet4Classrooms
Museum of Flight
NASA
Virtual Field Trips
Central Caribbean Marine Institute
WebQuest.Org
Academy of Achievement

Projects for Gifted Learners
Kids Academy – resources for parents and educators
Scholastic – Resources for Gifted Learners
Raising Lifelong Learners – Strategies and Tips
Bright Hub Education – Grade level specific suggestions for instruction, by group/grade level
Exquisite Minds – Strategies and Tips
We are Teachers – Tips, and ideas. Some free printables
The Kid Story – collection of electronic resources
Sciencing – math and science specific projects

Each student's EP will be revised and updated at least every three years with a team of professionals to include the General Education Teacher, Gifted Education Teacher, Local Education Agency Representative, Evaluation Specialist, and Parent. Parents/guardians will receive a copy of the Florida Department of Education's Procedural Safeguards for Exceptional Students who are Gifted in order to ensure their meaningful participation in the educational process. Gifted students whose parents opt to not have them participate in a gifted program will receive differentiated instruction that includes advanced work and enrichment activities. The differentiated instructional strategies include, but are not limited, to:

- Providing Multiple Resources with Extended Depth of Content
- Use of Accelerated Resource Materials
- Accelerated Pacing in course completion
- Differentiating the learning process
- Higher Order Questioning/Open-endedness
- Discovery Approach: Inductive vs. Deductive
- Citations of Proof and Evidence of Reasoning
- Simulations
- Self-Choice

According to the FLDOE PK-12 Student Enrollment Breakdown Report on Gifted student population for students in grades K-8 in Manatee County for 2022-2023, three percent (3%) of students were classified as Gifted. Therefore, NRCA anticipates that it will serve approximately 3% of gifted students each year. The projected number of students per year are shown in the chart

below:

Year	Projected Enrollment	Projected Number Gifted Students	Projected Gifted Staff
Year 1	488	14	0
Year 2	616	18	0
Year 3	762	22	0
Year 4	1138	34	0.6
Year 5	1310	39	0.6

Section 7: English Language Learners

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

NRCA will comply with all the requirements of the LULAC Consent Decree and provisions set forth in the laws, rules, regulations, and federal courts. As stipulated on the Florida Department of Education's Website in the Section that addresses English Language Learners (ELL), "the Consent Decree is the state of Florida's framework for compliance with the following federal and state laws and jurisprudence regarding the education of English Language Learner (ELL) students:

- Title VI and VII Civil Rights Act of 1964
- Office of Civil Rights Memorandum (Standards for Title VI Compliance) of May 25, 1970
- Requirements based on the Supreme Court decision in Lau v. Nichols, 1974
- Equal Education Opportunities Act of 1974
- Requirements of the Vocational Education Guidelines, 1979
- Requirements based on the Fifth Circuit court decision in Castañeda v. Pickard, 1981
- Requirements based on the Supreme Court decision in Plyler v. Doe, 1982
- Americans with Disabilities Act (PL 94-142)
- Florida Education Equity Act, 1984
- Section 504 of the Rehabilitation Act of 1973"

The Florida Department of Education further defines the Consent Decree in the ELL section of its website as follows: "The Consent Decree addresses the civil rights of ELL students, foremost among those their right to equal access to all education programs. In addressing these rights, the Consent Decree provides a structure that ensures the delivery of the comprehensible instruction to which ELL students are entitled. NRCA will abide by all State Board of Education Rules listed below which pertain to English Language Learners:

- Rule 6A-6.0902, FAC, Requirements for Identification, Eligibility, and Programmatic Assessments of English Language Learners
- Rule 6A-4.02451, FAC, Florida Teacher Standards for ESOL Endorsement

- Rule 6A-1.09432, FAC, Assessment of Limited English Proficient Students
- Rule 6A-6.0901, FAC, Definitions Which Apply to Programs for English Language Learners
- Rule 6A-6.0903, FAC, Requirements for Exiting English Language Learners from the English for Speakers of Other Languages Program
- Rule 6A-6.0904, FAC, Equal Access to Appropriate Instruction for English Language Learners
- Rule 6A-6.0906, FAC, Monitoring of Programs for English Language Learners
- Rule 6A-6.0907, FAC, Inservice Requirements for Personnel of Limited English Proficient Students
- Rule 6A-6.0908, FAC, Equal Access for English Language Learners to Programs Other than English for Speakers of Other Languages (ESOL)
- Rule 6A-6.0909, FAC, Exemptions Provided to English Language Learners
- Rule 6A-6.09091, FAC, Accommodations of the Statewide Assessment Program Instruments and Procedures for English Language Learners"

The School will follow the School District of Manatee County English Language Learners (ELL) Plan. Upon registration, students will complete a required Home Language Survey (HLS) as part of their registration packet. The survey is comprised of three questions:

1. Is a language other than English used in the home?
2. Did the student have a first language other than English?
3. Does the student most frequently speak a language other than English?

If there is a "Yes" checked on the HLS, registrars immediately code the student "LP" and provide the school ESOL Contact with a copy of the HLS to ensure students are assessed within 20 school days of initial enrollment using the IPT Oral/Aural assessment. If a student scores in the NES or LES range, they are classified as an ELL in grades K-2. If they are proficient (grades 3-12) on the IPT Oral/Aural they are then administered the reading and writing proficiency assessments within 20 school days of the student's initial enrollment. ESOL contacts at each school site are trained in the administration of the assessment and of the laws and state board rules with regard to timelines for assessment for ELL identification and placement. Students in grades 3-12 who score proficient on the Listening and Speaking assessment are assessed using the IPT reading and writing test; the entire assessment process will not exceed thirty (30) school days from initial enrollment. If they score at or below the 32nd percentile on either reading or writing, they are classified as ELLs. However, upon request of a parent or teacher, a student who is determined not to be an English Language Learner or any student determined to be an English Language Learner based solely on one reading or writing assessment may be referred to an ELL Committee. The parents' preference as to whether a student is determined to be an ELL or not to be an ELL shall be considered in the final decision.
After testing is complete, and/or ELL Committee meetings convened, if applicable, the ESOL Resource Teacher, teacher, guidance counselor, or ESOL contact will gather the resultant data and create an ELL plan for each student. A copy of the student's schedule is attached to

each ELL plan. A copy of the ELL plan is given to the data entry person for entry into the student information system. Any change in a student's schedule requires a new plan, completed by the same personnel, and the resultant procedures are the same. School and district personnel monitor ESOL reports and data to maintain compliance in this area.

The elements of the student plan will include the student's name, date plan is completed, schedule with instruction by program, amount of instruction time, date student is identified, assessment data used to classify or reclassify the student, date of exit and assessment data used to exit the student from ESOL. The teacher is notified by the IPT administrator of the completion of the assessment of the aural/oral and reading/writing competencies assessed on the IPT. The student's academic progress may be reviewed, and records from previous schools are examined, if available. Student plans are developed with input from previous and current teachers through interviews to gain information on socialization and participation in the general classroom setting.

NRCA will ensure that ELLs have equal access to all programs, services and facilities that are available to all other students in the School. All ELL students will be provided equitable access to the School's programming and provided with all services and accommodations set forth in the ELL Student Plan. The Plan will be updated on an ongoing basis to include programmatic changes, assessments, level updating, and ELL committee meeting information. To ensure adequate communication with families, the School will endeavor to communicate with an ELL student's parents in their primary language if at all feasible.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

NRCA will employ instructional programs, practices, and strategies to ensure academic success of ELLs, as well as to ensure that these students have equitable access to core academic programs regardless of their level of performance. The goal is to provide comprehensive instruction for ELLs in order for them to gain proficiency in English and mastery of the Language Arts B.E.S.T. Standards, Math B.E.S.T. Standards, and the Next Generation Sunshine State Standards (state academic standards). The development of literacy in English will positively impact students' achievement and promote lifelong learning.

ESOL instructional strategies are crucial to the development of academic and oral language skills of ELLs. Through the use of these strategies, instruction is made comprehensible, providing students with cognitive practice to improve processing and production of the content material. As is the case with subject matter, the acquisition of academic and oral skills again requires that the teacher of ELLs use a variety of symbolic and concrete referents to illustrate meaning. Moreover, the students performing at the beginning level of English proficiency require learning activities which are higher in context and lower in cognitive demand. A lot of contextual support in the form of realia, visuals, hands-on activities, lab experiments and many others are needed, not only to instruct the students, but also to assess and monitor their progress. As the students acquire more academic language, the learning activities should require "higher" cognitive skills and less contextual support until finally the ELL is able to master activities which are abstract in nature without contextual support. Mastering this kind of "academic language" is much more difficult

than mastering "conversational language" and it takes much longer.
NRCA will serve ELLs through a mainstream/inclusion model to ensure that instruction is made **comprehensible** to the student through the use of ESOL strategies, supplemental materials, and bilingual assistance. This will facilitate accurate and fair grading of student progress. In addition to adapting the instruction according to the student's level of English proficiency, teachers must also be aware of the student's prior knowledge of the topic being taught. Teachers who have any ELLs will utilize a variety of instructional strategies to support the English language acquisition of identified students in their classrooms. These strategies include, but are not limited to, the following:

- Ask all students to speak in complete sentences.
- Speak slowly and enunciate clearly.
- Use nonverbal language such as facial expressions, gestures, and dramatization.
- Simplify the language of instruction, not the concept being taught.
- Use realia, props, visual clues, movement, and manipulatives to support oral language.
- Establish a classroom library of supplementary materials written in easy-to-read English.
- Provide outlines/graphic organizers that communicate the big ideas and concepts from the lesson.
- Label items in the classroom.
- Provide translation dictionaries in the students' native language with pronunciation keys, simple explanations, contextual clues, and visuals.
- Provide frequent opportunities for students to use English to communicate their thinking and to ask questions through partner discussions, learning buddies, and table discussions rather than relying solely on whole-group discussions.

Educators at NRCA who are supporting English Language Learners will rely on the science of reading and the conceptual frameworks highlighted in Sections 2 and 3. These students benefit from the practices derived from the science of reading. All proficient readers must master the same concepts in order to learn to read. However, it is important to provide students with linguistic differences and focused attention on oral language development. ELLs benefit from reading instruction that includes phonemic awareness, phonics, fluency, vocabulary, and text comprehension. Adjustments are necessary, however. One of the major adjustments includes a focus on oral language proficiency, which is often overlooked during instruction. (Cárdenas-Hagan, 2020).

NRCA believes that ELLs must meet the academic standards established by the Florida Department of Education. Program goals, objectives, and content for the curriculum for English Language Learners will be the same in scope, sequence and quality as the instruction provided to non-ELLs. The School will modify instructional delivery, not content, to meet the needs of ELLs. Teachers will provide differentiated instruction to meet the individual learning needs of ELLs who perform below, at, or above grade-level. Instructional strategies will be documented in lesson plans. ESOL endorsed teachers will utilize appropriate strategies with ELL students during core content areas to facilitate learning for these students, particularly those who are working below grade level. Small-group or one-on-one direct instruction will be used to address students' needs. Each ELL student will be paired with another student who is performing at grade level and is proficient in English. Every ELL student will have access to a bilingual dictionary and will be provided with appropriate testing accommodations. Collaborative learning with high-performing students, problem-based learning, and other methods and best practices will assist ELL students who are working above grade level.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

In accordance with the School District of Manatee County ELL Plan, academic performance of ELLs must be monitored and evaluated against grade level standards. Each ELL receiving ESOL services is graded based on his/her academic progress at his/her level of English proficiency. The teacher must document those accommodations and strategies of instruction and assessment, comprehensible at the student's language proficiency level, were employed that allowed the student to demonstrate progress in the achievement of the Florida Standards. ELLs are assigned grades as described in the Student Progression Plan. Student Language Proficiency scores are used to document evidence of accommodations and strategies on lesson plans. NCRA will monitor the academic progress of all ELLs using progress monitoring tools as described in Section 5 of this application. All ELL are required to have an annual assessment to determine their level of proficiency in English language listening and speaking skills. All identified ELLs will take the ACCESS for English Language Learners 2.0 Assessment to measure their academic growth. Classroom observations, formative and summative exams, school-based progress monitoring assessments, i-Ready reports, state-mandated coordinated progress monitoring assessments, and other results will also provide information on the student's academic progress. All progress will be monitored and reported in accordance with state and district requirements. A variety of measures will be used to determine whether instruction is positively affecting student performance. Teachers will keep records of the strategies and accommodations implemented with ELLs in daily lesson plans. Interim reports and quarterly report card grades will also provide information to determine whether ELLs are making adequate progress.

Students may exit from the ESOL program in accordance with the requirements set forth in Rule 6A-6.0903. For students taking any administration of the Kindergarten ACCESS for El s or any student in grades 1-2 taking ACCESS for E the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading. The exit code is H. For students in grades 3-8 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading and an achievement level of at least 3 on the FSA ELA assessment. The exit code is I. For students with significant cognitive disabilities taking any administration of the Alternate ACCESS for El s assessment, the proficiency level shall be a P1 composite score or greater and will be exited by an ELL/IEP committee. Once the student meets exit criteria an ELL Plan is created to document the exit and exit data is entered into the student information system. The student code is changed from LY to LF and is monitored for two years. Once the student is exited, an exit letter in the home language, where feasible, will be sent home to the parents by the School. The School will be responsible for monitoring the progress of students who have exited the program at specified intervals within the two-year post-program review period, in accordance with Rule 6A-6.09031, Fla. Admin. Code.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

Data provided by Florida Department of Education's EduData Portal for the School District of Manatee County indicates that for the 2022-2023 school year, the Manatee District's Current

English Language Learners (ELL) student population was approximately 11.9% of the total student population for the district. However, the ELL population for 2022-2023 at Parrish Charter School, NRCA's sister school which is located within eight miles of the new school, was approximately **2%** of the total school population according to school records. However, NRCA will be located further east with Parrish which has a larger ELL population. In reviewing the data for PCA and Manatee County, NRCA anticipates serving approximately **5%** ELLs which constitute the number of ELLs listed below during the term of the charter:

Year	Projected Student Enrollment	Projected ELLs (5%)
Year 1	488	22
Year 2	616	28
Year 3	762	35
Year 4	1138	53
Year 5	1310	61

NRCA will seek to hire ESOL-endorsed teachers to provide appropriate services within the general ELA classroom to all students who quality for the ESOL program. The principal or designee will serve as the ESOL Contact Person/Coordinator to ensure that all compliance, programmatic, assessment, and instructional requirements are fully met by the School for each English Language Learner (ELL). The School will abide by the META Consent Decree which states that Florida teachers are required to participate in training when they have a Limited English Proficient (LEP) student assigned to their class. Teachers who are assigned to teach an ELL and have not met their ESOL training requirements will be required to complete the necessary courses within the established timelines. There are three categories of teachers (Category I, II, and III), each with its own training requirements. Administrators and school guidance counselors are also required to attend ESOL training (Category IV). The categories are summarized below:

- Category I - teachers responsible for teaching language instruction or reading, such as English language arts, reading and exceptional education.
- Category II - teachers of math, social studies, science, or computer literacy.
- Category III - teachers not listed in Category I or II, such as art, music, P.E., or media specialists.

Section 8: School Culture and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

NRCA recognizes that to ensure the School provides a safe, orderly, and supportive learning environment, the School must foster positive relationships with students and offer high quality instruction. It is the responsibility of the principal and all school personnel to help promote such environments by implementing a clear, fair, and appropriate set of expectations and consequences for all students. The principal is responsible for ensuring that all school personnel are fully trained and implementing the School's discipline plan with fidelity in a fair and consistent manner. NRCA will implement a positive behavioral system which supports the School's mission, vision, and guiding principles. The School will focus on establishing positive relationships with students and families. NCRA believes that students should have a chance to learn

from their mistakes and the opportunity to restore any damaged relationships with peers and adults. The School's discipline practices focus on preventative and early intervention measures that seek to strengthen relationships and build a positive, nurturing, and welcoming learning environment. NRCA will follow the School District of Manatee County Code of Student Conduct. Training on the Student Code of Conduct will be provided to all students, teachers, and administration during the first month of school. an electronic copy of the Student Code of Conduct will be provided for parents, students and staff on the district website at www.manateeschools.net and on the School's website. NRCA will implement the programs stated below to promote a positive academic environment and reinforce student social and intellectual development:

- **CHAMPS**
  CHAMPS is used as the formal classroom management protocol at NRCA. The acronym stands for Conversation, Help, Activity, Movement, Participation and Success. CHAMPS is utilized to maintain a positive learning environment in each classroom. The guidelines of the program involve effective communication with children and clear expectations for behavior so there is no room for any misunderstandings. This method optimizes learning and leads to better academic outcomes. The teacher must address different elements before starting any activities to ensure smoother lessons and effective learning.
- **Leader in Me program**
  The Leader in Me program provides a school-wide common language and student leadership focus. Students will explore each of the *7 Habits of Highly Effective Kids* in order to provide a foundation for understanding the qualities of respect, leadership, and resilience. The program provides a whole-child approach to achieving academic, social, and emotional success. With a common philosophy and language, students and staff alike will engage with the 7 Habits as a collective group which produces a shared vision that is aligned with the School's mission, vision, and guiding principles.
- **Class Dojo**
  Class Dojo is used to provide a single parent communication tool where staff can interact with parents to provide up-to-date information related to their child's daily needs, struggles, and successes. Students earn Dojo Points for positive classroom behavior and demonstration of the 7 Habits and CHAMPS classroom expectations. Points are then used to earn rewards from the PBIS Awards Cart or participate in school-wide Celebration Events.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

NRCA intends to use the School District of Manatee County Code of Student Conduct. At the beginning of the school year, each student and parent will receive the School District of Manatee County Code of Student Conduct."

- **Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;**

The primary methods the School will use to promote a **positive** learning environment, and instill leadership character traits amongst all students will be through the implementation of the following programs: CHAMPS, Leader in Me, and Class Dojo. Additionally, NRCA will follow the tenets of a positive school climate which are specifically delineated in the **School District of Manatee County Code of Student Conduct** as listed below:

- positive relationships among and between all stakeholders (students, parents, all school personnel and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs;
- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.

To address disciplinary infractions, NRCA will follow the guidelines provided in Section V of the School District of Manatee County Code of Student Conduct: Misconduct that Requires Specific Consequences. The Code of Conduct's Discipline Matrix for School will be followed to ensure a consistent and progressive response to discipline across the school. Offenses are categorized as Level 1, Level 2, Level 3, or Level 4 offenses. The School will follow the appropriate matrix based on the student's grade level (PK-2, 3-5, or 6-8). As specified in the Code of Conduct, each offense may be met with a range of appropriate consequences that escalate with each successive infraction of that offense. The matrix does not necessarily call for every intervention or consequence listed, but rather reflects a range of appropriate possibilities, considering any mitigating factors. All Office Discipline Referrals are also met with a phone call home to your parent(s), in addition to any consequences outlined in the matrix.

- **List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;**

In accordance with the School District of Manatee County Code of Student Conduct Discipline Matrices, there are specific disciplinary infractions that may necessitate bus suspension, class removal, in-school suspension, school suspension, and expulsion. The Code of Conduct defines each type of severe disciplinary infraction that requires mandatory suspension or a recommendation for expulsion. Students who are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, may be suspended by the principal or designee for up to 10 days after following the suspension procedures. The Code of Conduct defines specific Level 4 behaviors that require mandatory 10-day suspensions. Students are required to make up their work while they are on suspension. To obtain their work, the following means are available: 1. The student may ask fellow students to obtain the class work for him/her. 2. The student may contact his/her teacher via email or phone; or 3. The student may access teacher websites or weekly assignment sheets, if available. All makeup work is due on the day of the student's return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed. If the

principal suspends a student for 10 days, the Superintendent may extend the suspension until the outcome of the criminal charges that have been filed against the student. During the suspension, pending the outcome of the criminal charges, the student will be assigned to an alternative educational program.

Other extreme behaviors such as those involving weapons and firearms (Category A) or weapon-like contraband (Category B) require mandatory alternative placement or expulsion in accordance with s. 1006.13, F.S and S. 790.001(6)(13), F.S. The student may be recommended to the school district for expulsion or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

- **Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy**

The principal of the School is responsible for the administration of the school and the enforcement of Manatee County's District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy. The School's discipline plan will include appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation. Disciplinary measures will be applied fairly, equitably, and consistently by all school personnel. Teachers will maintain ongoing communication with parents throughout the year to promote a positive school-home relationship and elicit parent assistance in working with students to maximize learning opportunities offered by the School. School leaders will utilize corrective strategies appropriate to address the level of disruptive behavior as indicated in the Code Book for Student Conduct.

- **Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings?**

In accordance with the School District of Manatee County Code of Student Conduct, students with disabilities must abide by the code of conduct as other students. However, the Code of Conduct states that there are specific rules dealing with suspensions, assignments to alternative programs, and expulsions for students with disabilities. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.
A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension. When a student with a disability reaches ten days of out-of-school suspension, school personnel familiar with the student and the student's

IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document. According to the Manatee District's Code of Student Conduct, a student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may also be reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone at school or at a school-related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer, provided the behavior is determined to not be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational (IAES) setting for not more than forty-five (45) school days. Such placement does not require parent consent. The IAES will be determined by the IEP or Section 504 Plan team. A student with a disability may only be expelled if appropriate services are provided and the expulsion is approved by the district.

Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an out-of-school suspension, unless the parent excuses or documents the absence. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an out-of-school suspension if the student is not in attendance.

- **Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days.**

Suspension

A student may be suspended only as provided by the guidelines provided in the Code of Student Conduct. As stipulated Chapter 1002, Section 20, F.S., "A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension. If the student or parents claim they did not receive the letter, it will not change the suspension. Another copy of the letter will be

provided upon request. The student and/or parents can request that the principal reconsider the evidence and decision. Students and parents will be provided written guidelines for submitting such a request within a specific and reasonable amount of time as specified in writing by the School." However, the principal's decision to suspend a student is final. A student with a disability may only be recommended for suspension or expulsion in accordance with State Board of Education Rules.

Expulsion

Florida law further states that "Students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process." The principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform the parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform the parents that they can request a hearing. By not requesting a hearing, the student and parent will be confirming that the student committed the violation of which he/she was accused. The School Board will take final action on the recommendation for expulsion without a hearing. An expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform parents of the procedures involved and their procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. The student, parents, and their attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on the student's behalf, including the student's testimony. The cost of your attorney will be the parent's responsibility. Parents may elect to have the hearing open or closed to the public. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. The student, parents, and their attorney will have an opportunity to submit written objections to the recommended order. The School Board is limited in what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes. The School Board will make the final decision on whether the student should be expelled and if so, for how long. The School Board will also decide if the student will receive educational services during his/her expulsion. Parents may elect to have the School Board meeting open or closed to the public. Parents can appeal the School Board's decision to the Second District Court of Appeal in Tampa within 30 days of the time the student is expelled. The student may or may not receive educational services.

- **Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.**

The Student Code of Conduct has been developed so that students and families have a clear understanding of behavioral expectations and to inform all parties of important procedures related to the School's mission and vision. Parents and students will be encouraged to review the Student Code of Conduct, which will be posted on the School's website and referenced in the NRCA Student-Parent Handbook, to gain a better understanding of their rights and responsibilities.

Training on the Student Code of Conduct will be provided to all students, teachers, and administration during the first month of school. Section II of the School District of Manatee County Code of Student Conduct delineates Student and Parent Rights and Responsibilities.

Section 9: Supplemental Programming

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

NRCA firmly believes that student learning extends well beyond the school walls and the school day, purporting that learning is even more powerful when students have the ability to practice what they learn in various settings and learning situations. The Board is committed to offering many opportunities for students to explore new educational horizons via extra-curricular activities and meaningful learning experiences. With those options, students can both integrate and apply concepts from their curriculum in fun, realistic, and purposeful ways. In addition, student participation in those offerings promotes character development, social and physical growth that rallies the School to live its mission every day. The length of time during the year, days, and hours in which sports, clubs, and filed trips will occur will be communicated to parents in writing. The Board believes that extra-curricular opportunities must be available to all students regardless of special circumstances or socio-economic level and will ensure that the offerings are available to all students. Examples of extra-curricular offerings include, but are not limited to, the following:

- **Sports Teams** – Basketball, Volleyball, Soccer, Cross-Country, Lacrosse, Tennis (compete with other schools)
- **Clubs** – Science Club, Math Club, Technology Club, Arts Club, Engineering Club, Debate Team, Chess Club, Flag Football Club
- **Contests/Competitions** – Spelling Bee, Geography Bee, Science Fair, Debate Competition
- **Field Trips**

The tri-county area of Manatee, Hillsborough, and Sarasota Counties provides a wealth of community assets that will be used to bring extra-curricular opportunities to students at NRCA. Fieldtrips to places such as the South Florida Museum, Planetarium, Bishop Planetarium, Dakin Dairy Farm, South Florida Museum of Science & Exploration, Big Cat Habitat, Museum of History, Sarasota Opera, Mote Marine Laboratories, Florida Railroad Museum, Marie Selby Botanical Gardens, Ringling Museum, Gamble Plantation, Crowley Museum and Nature Center, Mixon Fruit Farms, Historic Spanish Point, coupled with manatee tours, coastal cleanup projects, animal shelters, assisted living facilities, and aquifer experiences are real-world examples and will be incorporated into the curriculum in areas of science, mathematics, social studies, language arts and physical education for students of all ages. These experiences will afford students the opportunity to apply their learning in “real world” environments. NRCA will also use the talents of volunteer parents to bring career, vocations, and special skills into the classrooms and clubs. Many parents find that offering their “real life” talents is a rewarding and positive way in which to donate to the school. As stated in other parts of this application, all volunteers will be appropriately screened with background checks, including fingerprinting, to assure safety of students and compliance with state regulations.

NRCA extra-curricular classes and clubs will be free to all students. Offerings that are scheduled and presented by outside vendors, such as those offered in STEM or LEGO clubs will be available to all students with scholarships available for those who need them. Since transportation issues are often the most significant barrier to student participation in extra-curricular activities, the School will provide additional transportation services for students enabling them to participate. Teachers will be compensated via stipends to lead after school activities, clubs, and team sports. Said remuneration can range from $500 - $1,500 contingent upon the number of days the activity or club meets during the week. These stipends for teachers are included in the operating budget of the School. Funding for after school programs and supplies is typically accomplished through fundraising, PTO donations, as well as school operational funds. In the event that said funds are not available from these funding sources, said stipends and after school educational opportunities will be paid by FORZA Education Management without expectations of reimbursement from the school. This year, Parrish Charter Academy, NRCA's sister school, was able to provide many extra clubs and summer camps due to special federal funding (ESSER). If the School is provided with these funds during the term of the charter, the School will be able to offer free clubs during the school year and summer specialty camps. Summer Specialty Camps will focus on STEAM disciplines, as well as other areas of interest for students.

II. ORGANIZATIONAL PLAN

Section 10: Governance

A. Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.

NRCA is organized as a nonprofit corporation under the laws of the State of Florida. Once NRCA's charter application is approved and the parties have entered into a charter contract, the School will file for federal tax-exempt status pursuant to s. 501(c)(3) of the Internal Revenue Code as a charter school. NRCA will secure its 501(c)(3) designation prior to operating the charter. (Letter from attorney is included as Attachment I.)

B. Provide the following documents, if available, as attachments:

- **The articles of incorporation for the applicant organization (or copies of the filing form) – Attachment H**
- **501(c)(3) tax exempt status determination letter (or copy of the filing form) – Attachment I**
- **Governing board by-laws – Attachment J**
- **Governing board code of ethics and conflict of interest policy – Attachment K**

The following attachments are included with this application:

Attachment H – Articles of Incorporation
Attachment I – Copy of Attorney's Letter Regarding Filing Form for 501(c)(3) tax exempt status
Attachment J – Governing Board Bylaws
Attachment K – Governing Board Code of Ethics and Conflict of Interest Policy

C. Describe the governance structure of the proposed school, including the primary roles,

powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

The Board is the ultimate policy-making body of the organization with the responsibility of operational oversight of NRCA including, but not limited to, academic direction, curriculum, coupled with organization and budgetary functions. The Board is responsible for all fiduciary, legal and regulatory compliance issues related to the School and will both hire and evaluate the principal. The Board will assess the principal's effectiveness in the implementation of state standards and the level of student performance, the supervision of audits and business practices, the effective supervision and safety of students and staff, and the management and organization of the environment of the School. The Board will promote the academic success of all students and the financial efficiency of the School by aligning responsibility and accountability. The Board operates under bylaws that are attached to this application and will form committees of the Board as needed to resolve issues or initiate policy to be approved by the entire Board. The Board will hold the principal and any contracted vendors or service providers to performance measures that are established and reviewed annually. These measures will be inclusive of both academic and organizational components. Policies established by the Board will provide the framework in which the school administration and contracted bodies are able to accept delegated authority. The Board will delegate the day-to-day operation of the school to the administration (principal) and selected contracted bodies so that the role of the Board in policy-setting remains clear and separate from the administrative roles of the organization. Advisory committees that are formed within the School, such as parent organizations, will report to the principal since their function will be related to daily operations. However, the Board may seek input from those groups as the Board formulates policy and evaluates the functioning of the organization. The NRCA Governing Board will abide by all statutory requirements stipulated in s.1002.33, F.S. The specific stipulations of the law are provided below:

- The governing board of the charter school shall annually adopt and maintain an operating budget.
- The governing body of the charter school shall exercise continuing oversight over charter school operations.
- The governing body of the charter school shall be responsible for:
    - Establishing and maintaining internal controls designed to:
    - Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1)
    - Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices
    - Support economical and efficient operations
    - Ensure reliability of financial records and reports
    - Safeguard assets
- Ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 218.39, s.218.391, and s.1002345(2), who shall submit the report to the governing body.
- Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.
- Performing the duties in s. 1002.345, including monitoring a corrective action plan.
- Monitoring a financial recovery plan in order to ensure compliance.
- Participating in governance training approved by the department which must include

government in the sunshine, conflicts of interest, ethics, and financial responsibility.

In addition to the legislated mandates listed above, the Board will fulfill the following roles:

- Board members will assist in the development and monitoring of the School's school-wide strategic plan and annual goals ensure that the School is fulfilling its mission and vision, implementing its charter contract, and effectively meeting the needs of the community.
- The Board will schedule, announce, and conduct regular, publicly held meetings in accordance with its bylaws and Florida Law.
- The Board will evaluate its own performance on an annual basis by establishing goals and assessment criteria to determining the degree to which the organization is fulfilling its bylaws, promoting the School's mission, and adhering to all statutory, ethical, and fiduciary responsibilities.

Chapter 1002, Section 33 of the Florida Statutes stipulates that the Governing Board "shall report its progress annually to its sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports. The Department of Education shall develop a uniform, online annual accountability report to be completed by charter schools."

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

In accordance s. 1002.33, F.S., "each charter school's governing board must hold at least two public meetings per school year in the school district where the charter school is located. The meetings must be noticed, open, and accessible to the public, and attendees must be provided with an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her designee, must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5)."

The Governing Board will comply will all provisions stipulated in s.286.011 (Public meetings and records; public inspection: criminal and civil penalties) and with s.119 (Public records request). The Governing Board will meet all statutory requirements related to open meetings and records laws by publicly noticing and holding meetings that encourage public discourse. During the first year of operation, and longer if needed, the Board will hold monthly open meetings. These meetings will be held at the school so that they are accessible to the general public served by the school. The Board bylaws indicate that "other than Special Meetings, all meetings of the Board of Directors shall be publicized two-weeks in advance and open to the public." The Board is committed to using the following protocol to make sure that it is in compliance with statutory requirements. NRCA will post notices of all meetings on the school website concurrently and such notices will be prominently displayed in the common areas of the school. The Board recognizes its responsibility to encourage public input into the school's operation and will allow for public input at every meeting. The agenda for each Board meeting will be posted in advance of the meeting and minutes of each meeting will be published on the website. If there is a request by anyone for hard copies of these public records, the request will be handled by the office staff at

the School. The documents will be provided in a timely manner.

After the first year of operation, the Board will determine if monthly or semi-monthly meetings are required to effectively and efficiently conduct its business and provide essential and responsible oversight functions of NRCA. The primary objective of the Board in scheduling meetings is to ensure the successful functioning of the school. On an annual basis, the Board will publish its meeting schedule for the year so that interested parties will know far in advance of each anticipated date. The meetings will then be publicly noticed as mentioned previously to afford the opportunity for the public to attend, moreover, a time will be designated at each meeting for public input. The bylaws of the Board provides for the scheduling of special meetings as needed. There is detailed explanation in the bylaws pertaining to the manner in which those meetings are conducted and the way they are to be noticed. The records of the meetings are kept in a manner consistent with the records of regular Board sessions. All records of NRCA will be kept in perpetuity, be maintained in accordance with the applicable retention schedules published by the State of Florida, and will be available for public inspection and copied upon request. NRCA will designate a public records custodian, whose contact information shall be prominently displayed on the School's website and in the front office. The public records custodian will promptly process all public records received by the School. If a record is confidential or exempt from disclosure, the public records custodian will provide the requestor with the applicable statutory basis for not producing the record. In addition, the School will keep a record of any public records requests so that the Board can evaluate its capacity to keep the public informed of its actions.

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

According to the bylaws, the Governing Board will consist of no less than three and no more than five members of lawful age to hold public office. The goal of the organization is to have Board member representation in all areas of oversight that the Board legally must address. For example, the Board is responsible, by law, for fiduciary oversight of the school. Therefore, a person with broad knowledge of financial practices and procedures is a critical component of the Board. Likewise, individuals with knowledge of education practice and organization can provide valuable insight into the role of academic and curricular oversight. The NRCA Board is currently comprised of three very experienced and knowledgeable members of the community.

Mark McCabe - Mark has been a resident of Naples since 1982. He earned his Bachelor of Arts in Finance from Florida Atlantic University in 1988 and an Advanced Banking Degree from Louisiana State University in 2004. He has worked in the banking industry since 1988 in various capacities that include loan office, assistant vice president, and vice president. He served on several Collier County School District Board sub-committees from 2009 through 2013. In addition, he has been a Board Member of six charter schools in Florida (in Lee County and Manatee County). Mark currently serves as Board President at Gulf Coast Charter Academy, Oak Creek Charter School of Bonita Springs, and Parrish Charter Academy.

Fugang (Frank) Zhou - Frank was born and raised in Shanghai, China, and moved to Naples, FL in 1999. He earned a bachelor's degree in computer science in Engineering from the University of Florida and earned his MBA from Regis University. He worked in the Information Technology

field for over 15 years as a Programmer, Analyst, and Manager in areas such as software development, healthcare management, and property and casualty insurance, and owns and manages several small businesses. He has been involved with many organizations devoted to assisting youth education.

Gwen DaPore – Gwen earned a bachelor's degree in elementary education from Ohio State University in 1968. Gwen began teaching in 1969 and relocated with her family to Centerville, Ohio in 1972 to begin working for the West Carrollton City Schools. She worked for this district for the next twenty-nine years. Gwen earned a master's degree in educational leadership (Principal, Curriculum and Instruction, Supervision) from Wright State University in 1984. Ms. DaPore relocated to Florida in 2009 to assist in creating and building the Prep and Fitness Schools in SW Florida. She became the principal of Bonita Springs Preparatory and Fitness Academy. She facilitated the growth and development of two other Prep and Fitness Academies until 2013. She became a Board Member of Oak Creek Charter School from 2013-2014. In 2022, Gwen retired and is now volunteering as a board member for Oak Creek Charter School of Bonita Springs, Parrish Charter Academy, and Gulf Coast Charter Academy.

F. Describe how board members have been and will be selected, including term limits and selection of officers.

The Board bylaws clearly specify the selection and removal procedures of the Board members. In brief, Board members would be selected by the existing Board at its annual meeting. The nominees for Board positions would be candidates that add specific value to the organization as it fulfills its mission. Nominations can be made by any Board member. Board members are elected for terms of five years and there are no term limits. Since the contribution of each Board member is critical to the success of the school, the directors are held to a policy of meeting attendance that allows them to be removed from office after missing three consecutive meetings. Each member is expected to add their specific area of expertise regarding their oversight role of the Board. Officers are elected from amongst the members of the Board. Officers serve until their successor is elected and qualified.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

Board members will be selected according to their expertise and experience to add value to the entire organization. The existing Board members have comprehensive qualifications that provide both depth and breadth to their oversight roles. Additional Board members will be sought to supplement the existing base and will be selected as the unique needs of the school become evident. The Board has also identified performance expectations for all members. Each member is to:

- Govern by helping to fulfill the Board's collective responsibilities, detailed in the Board's job description and expectations.
- Be an advocate for the NRCA's vision and mission along with being a champion in building the diverse constituencies necessary to support the successful launch and sustainability of the School.
- Serve as a liaison with the public, interpreting the School's vision to the community and informing the School of the needs of the community.

- Provide unique expertise and a commitment to the entire organization and the mission of the School.
- Satisfy all legal requirements for the organization.
- Leverage external networks to secure financial and other resources to support the school.
- Attend regular Board meetings and participate in a meaningful and productive manner by coming to meetings prepared and by focusing on strategic and critical questions and issues.
- Collaborate with fellow Board members to fulfill all obligations and ensure that diverse perspectives are heard and incorporated into the governance structure.
- Disclose to the Board any potential conflicts of interest, whether real or perceived, and abide by the decision of the Board related to the situation.

H. Complete the table below (add lines as necessary) and for each individual identified here provide 1, a completed and signed Board Member Information Sheet (template provided). and 2, resume

Name	Current or Prospective Governing Board Member?	Role on Board (e.g., Member, President, etc.)	Submission Requirements
Mark McCabe	Current	President	X Information Sheet X Resume
Fugang (Frank) Zhou	Current	Vice President	X Information Sheet X Resume
Gwen DaPore	Current	Secretary	X Information Sheet X Resume

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

Board members will be recruited to join the existing members to add value to the organization and be committed to fulfilling the expectations of their roles. Prospective members must be committed to the mission of the school and to the success of all students. Individuals who have the ability to evaluate the administrative performance of the Principal and contracted organizations and who fully understand the role of steward of public funds will be sought to fill vacancies on the Board. All new Board members will undergo mandated background checks including fingerprinting through the School Board of Manatee County. If Manatee County School Board is unable to assist the School in meeting the mandatory requirement for Level II screenings of Board members and/or staff of NRCA, the School will use the services of a vendor or provider to ensure compliance with screening regulations**.** In an effort to assist new Board members in transitioning into their roles on the public board, each member will be provided training in the areas of Non-Profit Board Governance, Ethics and Conflict of Interests, Florida's Open Government Requirements, the Florida Sunshine Law, and the Florida Public Records Law. This initial four-hour training will be provided by the Florida Consortium of Public Charter Schools or other approved providers as required by Section 1002.33 Florida Statutes for new Board members. Subsequent required two-hour refresher governing board training will be completed by each Board member every three

years thereafter.

New Board members will receive a thorough orientation to the specific organization NRCA by existing members which will focus on the Articles of Incorporation, Bylaws, charter school law, Manatee County School's charter policies and any contracts or Agreements held by the Board. Ongoing professional development of the Board will be pursued through activities presented by the Florida Department of Education, Manatee County Public Schools if offered, The Florida Consortium of Public Charter Schools and the annual Florida Charter School Conference. Annual professional development in areas of human resource management (hiring, evaluating, policies and procedures, taxes, and benefits) will also be provided to the Board. In addition, the Board will be surveyed annually for professional development needs and a plan for addressing those needs will be generated. The Board will be vigilant in following proposed legislation impacting charter schools and will maintain appropriate policies to meet statutory requirements.

J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

As a non-profit, tax-exempt organization authorized to operate charter schools, the operations of NRCA can also be viewed as a public trust, which is accountable to the public. Consequently, a fiduciary duty exists between the Governing Board, officers, management employees and the public, which carries with it a duty of loyalty and fidelity. The NRCA Board must be cognizant and fully aware of the need for strict compliance with conflict-of-interest policies. As stated previously, new Board members will learn before their election of the need to not only be aware of potential conflicts but to note when a conflict may even potentially exist. That concept is part of the Board training that new Board members will receive, as well as the orientation to the NRCA Board. Board members will be reminded annually that no Board member will be appointed to the Board if that individual has an existing conflict of interest, such as relationship to the Educational Service provider or other obvious conflict which could jeopardize the objectivity of the Board in conducting business, moreover, will be reminded of the nature of conflicts of interests and from where conflicts of interests may arise:

- Owning stock or holding debt or other proprietary interests in any third party dealing with the corporation.
- Holding office, serving on the Board, participating in management, or being otherwise employed with any third party dealing with the Governing Board.
- Receiving remuneration for services with respect to individual transactions involving the corporation.
- Using the corporation's time, personnel, equipment, supplies, or goodwill for other than activities, programs and purposes which have been approved by the Governing Board.
- Receiving personal gifts or loans from dealing or competing third parties.

The Board has a Code of Ethics and Conflict of Interest policy (See Attachment K) which aligns with the requirements set forth in section 112.313(2), (3), (7), and (12); Section 112.3143(3); and section 1002.33(24) & (26). Any Board member with a conflict or potential conflict in any area will make that known to the Board Chair before an action is taken. The Board Chair will alert the

Board of the conflict and will exclude the Board member from voting on the proposed action. The Board will secure a statement from each Board member certifying that there is no relationship, controlling interest or association with other members of the Board, administrators and/or offices of the School. The Conflict-of-Interest Policy is only one example of how the Board will maintain the highest standards of ethical behavior for themselves, employees, and students. The actions of all are expected to be non-discriminatory, inclusive, respectful, honest, and transparent. The Board will be mindful of sensitive information and those situations in which they may have information that needs to be kept confidential to protect employee or student rights. At this time, there are no known conflicts of interest among the Board members. As items are brought before the Board, the Chair will ask for any conflicts of interest before action is taken on agenda items. In addition, the Board members will be asked to be vigilant in bringing both real and perceived conflicts to the attention of the full Board to avoid any hint of impropriety.

NRCA shall establish a School Advisory Council (SAC) that will maintain SAC by-laws; define the membership; develop election procedures; and post all meeting agendas and minutes. The School Advisory Council will assist the Principal with the development and implementation of NRCA's School Improvement Plan. Member of the School Advisory Council will represent school employees, parents, and community. The Principal will serve as Chairperson. At least one community member will represent the business community. A minimum of two (2) parents will serve on the Council. The School Council also includes an administrative and teacher representation. The principal shall keep the Governing Board Members informed of Council deliberations via oral and written communications.

K. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

The Board of NRCA is committed to maintaining transparency and openness with its community in order to minimize conflicts and disputes. The Board will actively communicate policies and practices of the School to parents even before their students enroll. NRCA will follow established guidelines to address a parent or student's objection to a governing board policy or decision, administrative procedure, or practice at the school. The process for resolving a general concern will be published in parent informational materials and on the website. Parents and students who have a general concern with a school policy or Board decision should make that concern known to the principal. If the principal is able to address the concern, the Board would simply need to be notified of the concern and resolution. If the concern is not able to be resolved by the principal, the parent/student would be advised to address the concern at a regularly scheduled public meeting of the Governing Board. The Board will then determine if the policy or decision demands further action. If new policies and practices are needed, the Board will solicit input from as many stakeholders as possible before making a recommendation. Public comment will be welcomed at Board meetings. As changes occur, those changes will be communicated to parents/students through the website, emails, letters, or verbal announcements so that most individuals can be made aware of not only the change, but the rationale for the action. However, the Board recognizes that

even with advanced notification and input, some conflict with policy or decision is to be expected.

If a parent/student has a more specific concern related to an action or disagreement, a formal grievance policy has been established with defined guidelines and timeframes. That process is clearly described in the School's website and the Parent-Student Handbook. The grievance policy could be invoked if a parent feels that an action of the staff has violated the student's rights. The stages of the process most generally would terminate at the school administrative level. However, the Governing Board would be included in the process if the dispute could not be ameliorated in a satisfactory manner. The grievant would take the unresolved issue to the public Board with a final decision made by the Board. In all cases, the Board would be mindful of any repetitive disputes or concerns and determine the root cause of such concerns.

As mentioned previously, the Board will appoint a staff member to assist with facilitating parental involvement in the School. The specific contact information for that person will be included on the school's website and Student-Parent Handbook. That individual will assist in resolving conflicts and disputes before they rise to the level of a grievance. That individual will also be of support to parents that are finding conflict with policies or practices in the School and will be instrumental in alerting the principal and Board to issues that are consistently problematic or in need of review.

The NRCA Student-Parent Handbook clearly stipulates the Parent Grievance Policy in Section 2.F. The following information is included in the NRCA Parent-Student Handbook:

1. If parents disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure.
2. If a situation occurs where parents believe that a decision affecting them is unjust or inequitable, they are encouraged to follow the steps below:
    - Step 1. Communicate with the classroom teacher via telephone, email, and or send a note discussing the concern. Email addresses are available at the front desk and on the school web page.
    - Step 2. Schedule a Parent Teacher Conference with the classroom teacher to discuss The concern further if needed. At this meeting, establish next steps or goals and the Process for follow up, as necessary. For unresolved concerns, please follow Step 3.
    - Step 3. Schedule an appointment with the school administration.
    - Step 4. Contact or schedule an appointment with the education management company.
    - Step 5. Submit your concerns in writing to the North River Charter Academy School Board of Directors and the concern will be discussed at the next Board Meeting.
    - Please seal your concern in an envelope and deliver it to the office manager.
3. You can also attend the Board Meeting and address the Board during the Public Comment opportunity. Note: No individual Board Member can address your concerns per Florida State Law. The full Board must address the issue.
4. Parents may also, at any time, request to have an item placed on the Board agenda. The parents must put the request in writing to the principal at least 24 hours before a Board Meeting. Any Board member may request that the item be placed on the agenda.

NCRA will implement the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in **s.1001.42(8)(c)1.-6., F.S.**

The School will develop procedures for a parent to notify the principal, or his or her designee, regarding concerns about the School and the process for resolving those concerns within seven calendar days after notification by the parent. If the complaint remains unresolved, it will be forwarded to the school district who will have 30 days to attempt to resolve the matter. If the school district is unable to resolve the dispute, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate" form published by the Florida Department of Education and available here: https://info.fldoe.org/docushare/dsweb/Get/Document-9669/dps-2022-158b.pdf.

Section 11: Management and Staffing

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- **The pre-operational year;**
- **The first year of school operations;**
- **At the end of the charter term; and**
- **When the school reaches full capacity, if in a year beyond the first charter term. Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.**

Organizational charts for NRCA for the requested years are found in Attachment M. The attached organizational charts in Attachment M clearly and appropriately delineate lines of authority and reporting. The management structure described in subsequent paragraphs reflect the roles within the organization and the manner in which all aspects of the NRCA will work together to realize the mission, goals and objectives of the School.

B.

- **If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the principal. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the principal? What qualities must the principal have for this school to be successful?**

The principal of NRCA will be recruited during the year preceding the inaugural opening of the School. The goal of the organization is to have the principal in place no less than six months prior to the School's opening. The Governing Board will request the assistance of an educational service provider to advertise and screen initial candidates. The job description for the principal is included as Attachment N and a summary of the principal's qualifications is included as Attachment O. The screening process will include validating all of the candidate's credentials and work history. The

Board will collectively interview the candidates that are deemed to be the best fit for NRCA. The Board will comply with s.1000.05 (Florida Educational Equity Act)—No person shall, on the basis of race, color, national origin, sex, disability, religion, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any public K-20 education program or activity, or in any employment conditions or practices, conducted by a public educational institution that receives or benefits from federal or state financial assistance. The Board will seek a candidate that has an excellent background in leadership and school management. In order for the principal to be successful at NRCA, he/she must have the ability to work collaboratively with the Board and build a strong team to lead the school to high levels of performance. Since the role of a charter school principal differs somewhat from that of principals in traditional public schools, the Board would prefer a candidate with some experience in the charter school world. NRCA's educational design necessitates a leader with strong creativity and ability to mentor instructional staff in less traditional teaching strategies concurrently creating a positive working environment that will help foster the School's mission. The principal must have comfort and experience in both elementary and middle school arenas. The mission of NRCA demands that the principal have a commitment to the development of academic excellence in all students. That commitment must be demonstrated through the development of a school environment that has many avenues for individual student advancement both in and outside of the classroom. In addition, the principal must have a passion for working with parents and students in creating a learning environment that is challenging, yet nurturing, welcoming, and collaborative.

C. Describe the management structure of the school. As Attachment P, provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

The Board anticipates that the principal will be assisted in leadership duties by a lead teacher or assistant principal, and any other individual that the principal assigns to the School's leadership Team. As NRCA adds grade levels and increases the number of students, an assistant principal will be employed along with other faculty and staff as needed in the areas of education, guidance, and/or school operations. Moreover, the Parent Teacher Organization may be a valuable contributor to NRCA via open communication, fundraising and support through volunteer services. All volunteers will be appropriately screened with background checks, including fingerprinting, to ensure the safety of students and compliance with state regulations.

The Board has determined that contracting with an Educational Service Provider (ESP), FORZA Education Management LLC, a full-service education management organization, to manage the operational aspects of NRCA will facilitate the School's operation at an optimum level. This will allow the principal and any other administrative staff to devote a larger percentage of their time to leading the educational process, evaluating systems and student outcomes, and moving the organization toward higher levels of performance. The selection of a management company was made by the Board using a comparative process of several ESPs and the Board determined that the best "fit" was FORZA Education Management. That process is described more fully in Addendum B of this application. The Board will hire and evaluate the principal of the School. The principal will be assisted in the recruitment of personnel by FORZA Education Management. The principal will then be responsible for hiring, mentoring, and evaluating all staff of the school.

The management structure for the school is fairly traditional in nature. The Board anticipates that the principal will be assisted in leadership duties by a lead teacher or assistant principal, a counselor, and any individual that the principal feels is valuable to the team. As NRCA adds grade levels and increases the number of students, an assistant principal will be employed along with other faculty and staff as needed in varying educational and school arenas. Moreover, the Parent Teacher Organization will be an ancillary contributor to NRCA via open communication, fundraising and support through volunteer services. It is important to reiterate that all volunteers will be appropriately screened with background checks, including fingerprinting, to ensure the safety of students and compliance with state regulations.

FORZA will support the Board and principal in a number of ways by providing a full range of services including expertise in the areas of budget and finance, human resources, academic support, and an education delivery system enhancing student learning gains, including curriculum development and support, professional development, student assessment and monitoring, effective and dynamic teaching methods, effective classroom management techniques, compliance reporting, building acquisition, start-up assistance, communications and marketing, managing the physical facility, food service, transportation, technology, risk management and provide other specific support as requested by the Board of Directors.

FORZA's support is presented in the Management Agreement. FORZA will operate with performance measures that will be evaluated by the Board each year using input from the principalship. As FORZA works with the school in areas of professional development, concurrently, with their other responsibilities, duties, and activities, the management company will take direction from the Board. The Educational delivery system has been previously described in this application. However, FORZA will work with the principal and the Board to acquire all of the resources needed to enable the School to implement the educational delivery system with fidelity. For example, that may mean acquiring professional development sources, curricular and assessment resources, or providing equipment and supplies to allow teachers to deliver instruction that promotes achievement of the goals of the school. A specific line item exists in the budget for staff development and demonstrates the responsibilities of FORZA in meeting the needs of the School.

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

The job description and qualifications for the School's teachers are included as Attachment Q. The staffing plan below includes anticipated personnel for each year of the charter term based on the School's educational plan and the projected student enrollment for each year.

Position	Planning Year	Year 1	Year 2	Year 3	Year 4	Year 5
Principal	0.8	1	1	1	1	1
Assistant Principal	0.1	1	1	1	1	1

Business Manager	0.5	1	1	1	1	1
Registrar		2	2	3	3	3
Classroom Teachers		26	32	34	43	44
MS/HS Teachers - Full Time				6	16.4	24.6
Physical Education Teacher(s)		2	2.6	2.8	3.4	3.4
Art Teacher(s)		0.6	0.8	0.8	1	1.2
World Language Teacher(s)		0.6	0.8	0.8	1	1.2
ESE Teacher(s)		2	2.4	2.6	3.8	4.2
Gifted Teacher(s)					0.6	0.6
Lunch Staff		1	1	1	1	1
Bus Drivers		2	3	3	5	5
Maintenance 1		1.5	3	3	5	6
Security 1		1	1	1	1	1
BAC Director		1	1	1	1	1
BAC Staff		2	3	4	4	4

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

The School will actively recruit staff that are committed to a rigorous educational process inclusive of performance measures and personal accountability. NRCA shall abide by all provisions of s. 1012.32(1), s. 1012.32(2), s.1000.05 which include, but are not limited to, stipulations related to state certification, moral character, background screening of all personnel, and anti-discrimination hiring practices. The principal will be assisted in the recruitment of personnel by FORZA Education Management. Teacher applicants would need to meet all credentialing requirements including certifications and endorsements needed for their positions. The principal will recruit new employees using K-12 Job Spot, Indeed, LinkedIn, Simplyhired.com, the school website, college recruitment fairs, online newspaper advertisements, and social media. As new recruitment resources become available, those will also be used to attract new staff. The educational service provider (FORZA) will be asked to provide initial screening and determine eligibility of a candidate for employment. The principal will use a formal process of staff selection to assist with

building a committed, diverse, and engaging team. The principal may involve other staff in a team interview approach so that the applicant is assessed from a variety of perspectives and, again, the school builds diversity within the staff as well as the student body. At least three references will be solicited for each applicant to assist the school in determining the appropriateness of the placement of the staff. The principal will communicate with the district to ensure that applicants meet all certification, licensing, and background screening requirements. To view the certification status of any Florida educator, you can search by his or her name at the Department of Education's Bureau of Educator Certification teacher look-up.

Section 12: Human Resources and Employment

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

NRCA will be a private at-will employer. The School will use contracts for all administrative and instructional staff. Support staff will be hired using employment offers. Both documents will include content in job duties, salary, and benefits as well as expectations for maintenance of appropriate credentialing. The value in employment contracts is the ability to clearly and succinctly define the expectations from the School for the staff member. Likewise, the staff member can determine before entering into an employment arrangement whether or not the terms of the contract are in alignment with their own personal goals and objectives. This can lead to a more transparent relationship for both parties and the contract will lend stability to the staffing environment of the organization. The School will be non-discriminatory in all of its recruitment, hiring and employment practices. NRCA will strive to employ a diverse, inclusive staff that will embrace and foster the School's mission, vision, and guiding principles as stated in this application and communicated to candidates during comprehensive interviews.

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

NRCA will conduct annual performance evaluations of all teachers and administrators utilizing instruments that comply with s. 1012.34, F.S. (except for newly hired teachers who will be evaluated twice in the first year). The School will utilize the Florida Consortium of Public Charter Schools (FCPCS) Evaluation System for Classroom Teachers and Other Instructional Personnel and the FCPCS Evaluation System for School-Based Administrators. Formal evaluations and informal observations for instructional personnel will be used by the principal and other administrators to monitor and guide professional practices and to identify professional learning needs. The evaluation system for classroom teachers includes an informal Classroom Walk-Through Tool that is used to identify the teacher's adherence to the Florida Educators Accomplished

Practices (FEAPs) and the observations must be followed up with meaningful feedback and support for the employee. The feedback and support provided should be aligned with the results of the informal observations and include coaching, mentoring, training, and other types of professional learning opportunities. The Governing Board will formally evaluate the annual performance of the principal, and the principal will evaluate the performance of the assistant principal, using an evaluation system that is aligned to the Florida Educational Leadership Standards. The Board will participate in a training webinar provided by FCPCS. The Board will use evaluation results from year to year to identify target goals for the administrator and to recommend professional development that is aligned to results. School visits will be conducted by Governing Board members which will be followed up with meaningful feedback and support.

The FCPCS Evaluation Systems for Classroom Teachers and Other Instructional Personnel and the FCPCS Evaluation System for School-Based Administrators include the required components and meet all statutory guidelines stated s. 1012.34, F.S., as summarized below:

- Performance evaluation must be conducted a minimum of once per year for each employee (except newly hired teachers must be evaluated twice in the first year).
- All individuals with evaluation responsibilities must understand the proper use of the evaluation criteria and procedures.
- The evaluation must be based upon sound educational principles and contemporary research in effective instructional or leadership practices.
- Evaluation procedures must be designed to support effective instruction and student learning growth.
- The evaluation system must provide appropriate instruments, procedures, and criteria for continuous quality improvement of the professional skills of instructional and administrative personnel.
- Performance evaluation results must be used in identifying professional development.
- Evaluation systems must differentiate among four levels--*Highly Effective, Effective, Needs Improvement* (or *Developing* for teachers in their first three years of employments), and Unsatisfactory.
- At least one third of the performance evaluation must be based upon data and indicators of *Student Learning Growth* assessed annually by statewide assessments or, for subjects/grades not assessed by statewide assessments, by school district or local assessments; Student growth determination must be based upon the students assigned to the educator's classrooms or the administrator's school. The statute permits the Commissioner to approve a formula to measure individual student learning growth on the statewide, standardized assessments in English Language Arts and mathematics and to select other formulas to measure student performance for remainder of statewide standardized assessments. Schools may, but are not required to, measure student learning growth using the formulas approved by the Commissioner.
- At least one third of the performance evaluations are based on *Instructional Practice* for teachers or *Leadership Practice* for administrators. The remainder may include other indicators of performance which may include, but is not limited to, professional and job responsibilities, peer reviews, objectively reliable survey information from students and parents based on teaching practices that are consistently associated with higher student achievement, and other valid and reliable measures of instructional practice. The FCPCS evaluation system bases the Annual Performance Rating as follows: 34% is based on student

growth and 66% is based on professional practice (instructional practice or leadership practice) and other job responsibilities (combined).

- Classroom teachers' professional practice evaluation instrument consists of domains and indicators based on the Florida Educator Accomplished Practices (FEAPs).
- Other Instructional Personnel (instructional coaches, media specialists, guidance counselors, student service personnel, etc.) are evaluated through FCPCS evaluation instruments that consist of domains and indicators that are based on the FEAPs, National Standards for the profession (if they exist), and job duties related to the position.
- School-based administrators (principals an assistant principals) are evaluated on their leadership practices through the evaluation instruments that consists of domains, standards, and indicators that are based on the Florida Educational Leadership Standards that were adopted in 2022.
- There is prioritization of domains/indicators in the professional practice instruments to support effective instruction and student learning growth; Professional practice instruments include a scoring and weighting system that apply to instructional practice criterion.
- Specific procedures for conducting evaluations are delineated in the evaluation handbooks.
- There are specific processes for providing feedback to individuals being evaluated and to utilize results to determine individual professional development.
- There are rubrics for distinguishing among proficiency levels in the instructional practice leadership practice, and other instructional personnel indicators.
- A digital version of the evaluation systems is available through a partnership with observe-4-success, a company that provides all FCPCS evaluation tools in a digital format. The digital version of the FCPCS evaluation systems provides evaluators and employees being evaluated with cumulative and analyzed information on all informal and formal observations in a digital format using charts and graphs.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

The NRCA Board is committed to offering all new teachers a salary that is very competitive with the salary offered by the school district. The schedule that will be adopted will be based upon current structures within the school district at the time the school opens. NRCA is committed to offering salary increases that fulfill the statutory guidelines and recognize personal contributions toward improving performance of the organization. NRCA intends to offer starting salaries for teachers at $55,000 annually with a 3% increase each year. The Board will adopt a salary schedule that takes into account years of experience and advanced degrees for experienced teachers and other staff. NRCA's full-time employees will be awarded the following benefits: health, vision, dental, life and disability insurances. The School will pay at least half of the employee's health insurance and additional family coverage can be purchased by the employee. In addition, ten-month employees will be entitled to seven (7) sick/personal days and twelve-month employees will be awarded 10 sick/personal days. Full-time employees will be paid the same holidays paid for by the school district based upon the employee calendar. The School will offer stipends for teachers who choose to perform other services and assume additional responsibilities as available at the School. The School will provide annual monetary incentives for employees rated as Effective

or Highly Effective as determined and approved by the Board.

The Board recognizes the importance of the retention of high performing staff. The cost of hiring, orienting, and positioning a staff person is significant. Effective hiring allows for those costs to be spread over many years. If a staff member leaves prematurely for any reason, the organization must incur duplicate costs for replacement. Secondly, the continuity of staff will bring stability to the School and students. A stable and positive culture takes several years to create and is altered every time there is a staff change. Additionally, the happiness and sense of well-being of the staff can have a dramatic impact on the success of the School. Staff who feel valued and affirmed are more likely to share that sense with students and other constituents of the School's environment. Those individuals are motivated beyond salary by intrinsic feelings of success and fulfillment. The Board and administration are committed to working on various ways to make the learning/work environment one of mutual respect and affirmation. Staff recognition will be part of the general culture of the school and based upon significant values that further the mission of NRCA. Providing staff with the tools they need to perform their duties is a motivational and affirming act that is often overlooked in staff satisfaction and retention.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

In accordance with s. 1000.05, F.S., NRCA will comply with anti-discriminatory provisions and will not discriminate based upon actual or perceived disability, gender, nationality, race, ethnicity, religion, or sexual orientation in the hiring of its employees. NRCA will comply with all provisions stipulated in s.1012.32(1) and (2), and s.1012.56 in the hiring of personnel who are eligible, qualified, certified, and properly screened. All school personnel will be required to undergo mandatory fingerprinting and criminal background checks. The school hopes to be able to contract with the School District of Manatee County to conduct these assessments and will work with the district to ensure that all potential employees have appropriate clearance to be hired according to Florida laws. In the event that the school district does not offer these services, a third-party vendor will be secured. Multiple reference checks of all new employees will be conducted to add an additional layer of security to the hiring process. It is the intent of NRCA to implement effective hiring practices to ensure the hiring of highly qualified and ethical employees. Standard processes will be used to evaluate applications, secure references, review credentials and interview applicants. The principal will use a committee format for interviews to benefit from the different perspectives and areas of expertise brought by members of the interview committees. It is the goal of the school to have diversity within its workforce to mirror and affirm the diversity within the student/parent population.

The Department of Education hosts a website, MyFloridaTeacher.com, where the public can search an online database to see if disciplinary action has been taken against a Florida Educator Certificate. According to the website, "An individual is ineligible for educator certification or employment in any position that requires direct contact with students in a district school system, a charter school, or a private school that participates in a state scholarship program under chapter 1002 if the person is on the disqualification list maintained by the department pursuant to s. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. s. 9858f(c)(1)(C), or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo

contendere to any offense prohibited under section 1012.315, Florida Statutes." If all of the necessary assurances are affirmed, the principal may offer a contract to a contracted employee such as a teacher or an employment offer to a non-contracted employee. The offers specify salary, benefits, and job duties. All hiring will be approved by the Governing Board.

All faculty and staff members of the organization should possess the personal characteristics, knowledge base and belief in the educational program design and curriculum described in this application. It is anticipated that employees will be willing to work as part of a team and encourage parent involvement. Employees are expected to observe high standards of job performance and professional conduct in any position in which they are placed. Instructional and administrative personnel will be evaluated annually in accordance with all stipulations set forth in s. 1012.34, F.S. When performance or conduct does not meet the standards set by NRCA, the employee will be given support and reasonable time to correct the deficiencies. If they are not corrected, or if the deficiencies are significant enough to represent a safety factor for the school, the employee will be terminated. Likewise, if the employee does not feel he/she is able to consistently meet the standards of performance or conduct, the employee may voluntarily leave the organization. In any separation, whether voluntary or involuntary, the School will conduct an exit debriefing session to determine if hiring, orientation or monitoring practices need adjustment to reduce turnover of the workforce.

The School is committed to outlining expectations early in the employment relationship. Even during the interview process, potential new employees will be provided with an overview of the qualities and commitments anticipated of staff at the school. During the initial orientation of new hires, employees will be thoroughly apprised of the organization's policies and procedures. Some of the topics discussed in the initial orientation include harassment, discrimination, workplace violence, safety, organization ethics and conduct, and customer focus. Each employee will be asked to accept, in writing, their responsibility to adhere to the policies. Those affirmations will be monitored throughout the employee's employment. All instructional and administrative employees will receive comprehensive training on the approved evaluation systems used to assess their performance annually and the criteria for earning performance ratings.

The school will comply with the requirements of S. 760.10 F.S and S. 1015.01-1015.06 F.S.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Personnel policies are included as Attachment R. These policies have been tested and modified in another charter school. The Board believes that frequent review of its policies to determine their effectiveness, relevance and compliance with statutory language is a Board responsibility. The Board, through the school administration, will seek input from staff on a regular basis. In addition, the Board will remain vigilant to new legislation and human resource management literature so that policies will reflect trends that need to be evaluated for inclusion at the school. In addition, the Board is committed to comparing compensation packages for staff on an annual basis to ensure the competitiveness of the school in its hiring practices.

F. Explain how the governing board and principalship would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

The Board recognizes that there may be employee attrition during the term of the charter. While the School will work diligently to prevent turnover using retention strategies such as competitive salary and compensation packets, induction and mentorship for new employees, professional learning, leadership opportunities, and established protocols for recognizing employees and making them feel welcomed, valued, and capable, it is anticipated that circumstances may lead to teacher and leadership turnover at the School.

The Board will evaluate the Principal from the first weeks of employment to ensure the individual selected to lead the NRCA is highly qualified, committed to achieving the School's mission and goals, and capable of working collaboratively with all stakeholders to create a learning environment and school culture that is focused on high standards, mutual respect, and professionalism. The Board believes that if appropriate measures are put into place in the hiring process, there is less likelihood of inadequate performance in the leader hired. However, if the principal fails to meet the clearly defined expectations of the Board, the Board will implement a remediation plan with performance measures and timelines for demonstrating improvement. The Board can facilitate training and mentorship for the principal if the areas of deficiency as needed. If the efforts toward improvement are not successful, the Board will replace the leader. The Board will benefit from having the support of the educational service provider to assist in a temporary principal placement until a new leader can be recruited and hired.

The principal will assist teachers and other staff in meeting their professional duties and responsibilities by providing guidance, support, and close monitoring. Coaching, mentoring, professional learning, informal and formal classroom observations, and ongoing review of student performance would assist the principal and other members of the leadership team in identifying staff members needing additional support and targeted professional learning. If the performance standards were met, the staff members would be supported and monitored for continued improvement. If performance improvement is not demonstrated by the employee, the principal would not renew the employee's contract or find an immediate replacement depending on the severity of the deficiency. The Board would take formal action on the recommendation. The Board would be vigilant in assessing the reasons for terminations if it appears as though the numbers are beyond reasonable expectations. That would give the Board data from which to analyze employment practices and placements. A thorough analysis of the data may provide the School with an opportunity to improve its recruitment, hiring, training, and monitoring practices.

With anticipation of some turnover of staff for various reasons, the School will request that the educational service provider assist the School in maintaining an active roster of potential candidates to fill vacancies. Some staff turnover is expected in the natural business of organizations. Illness, family issues, relocations and other normal personal life changes may result in turnover for the School. As such, back-up systems will be put into place to allow the School to continue functioning until positions are filled. The School will endeavor to maintain a cadre of substitute teachers to be called upon in the event of an unanticipated vacancy. The educational service provided will endeavor to maintain a substitute pool for other critical positions. In addition, the School and the educational service provider will work together to maintain the effective

functioning of all internal processes through staff leasing or contracting opportunities. The School anticipates expanding every year for the first five years and by maintaining applicant files and keeping staff leasing options open, the School should be in a good position to accommodate unexpected vacancies and be prepared for growth.

Section 13: Professional Development

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities.

The principal and other members of the leadership team will oversee all professional development activities for NRCA. The principal and leadership team will organize, schedule, and facilitate all professional development activities for teachers and staff.

2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

NRCA will develop and implement a comprehensive professional learning plan which supports the effective implementation of the School's educational program. All instructional and administrative personnel will receive training to ensure that the four key components of the NRCA Educational Plan are implemented with fidelity (as described in Section 3) which include the utilization of programs, resources, and methods, to integrate STEAM disciplines throughout the curriculum; implementation of the Structured Literacy Approach to teach reading; implementation of effective writing strategies across the curriculum; and the implementation of the *Leader in Me* student leadership framework. Professional Learning will be provided during new teacher orientation, back-to-school professional learning days (prior to the first day of school), ongoing professional learning throughout the year and in the summer, and individualized professional learning, coaching, and modeling to support individual teacher's goals for professional growth. Professional learning will be provided in a variety of formats as described below:

- **Internal Professional Learning:** Professional learning will be offered at the School throughout the year and summer. The School will follow a professional learning calendar consisting of weekly PLCs and monthly trainings aligned to the School's educational plan and school-wide measurable goals. Each professional learning session or PLC will be aligned with the activities planned for the month or scheduled academic standards to be taught during that week in accordance with curriculum pacing guides. Trainings will be conducted by members of the administrative team, teachers with expertise in specific areas, representatives from companies of core curriculum or supplemental programs used by the School, or educational consultants. Therefore, all professional development offered will support effective implementation of the educational program.
- **District Professional Learning Offerings** – Teachers and staff will have access to professional learning offered through the district that is available to charter schools. The

School will encourage participation in growth opportunities offered that will strengthen the staff members' skills in their area of assignment.

- **Individualized Professional Growth** – Teachers and staff will also be encouraged to seek out professional learning activities through online resources, institutions of learning, and other educational organizations. Additionally, all teachers and other instructional personnel will be required to complete an annual Professional Growth Plan, in collaboration with the administrator.
- **Professional Learning Communities (PLC)** – Professional learning communities will be established that provide teachers and instructional leaders opportunities to collaborate to improve teaching practices. An analysis of the students' baseline data will provide a basis for identifying areas of student need that can be addressed through teacher collaboration and planning of lessons that are likely to lead to student mastery of standards. Teachers will meet weekly to unpack standards, discuss best instructional practices, discuss barriers to learning and possible areas of confusion for students. Teachers and leaders will work collaboratively to discover solutions to many of the challenges faced by students and teachers, share best practices, learn from each other, and take ownership of the learning program at the School.
- **Online Professional Learning Modules and Webinars** – Administrators and teachers will be encouraged to participate in self-paced online professional learning online courses or webinars provided by curriculum companies or other organizations. The School may consider using the state-approved FCPCS Professional Learning System which provides online self-paced courses for instructional and administrative personnel that are aligned with the FCPCS Evaluation Systems. Participants can complete courses that address the specific indicators from the employee's evaluations that require improvement, as determined through evaluation results.

Evaluating Professional Learning

All professional development activities will be evaluated for effectiveness throughout the year. Professional learning participants will be asked to complete the Professional Learning Evaluation Survey at the end of each professional learning session. Results will be analyzed and used by the principal to gauge the relevance of the training for participants, quality of the presentation, and the knowledge and delivery skills of the presenter. In additional to analyzing the survey results, the principal will be responsible for evaluating the School's professional learning plan by visiting classrooms to observe the application of professional learning in classrooms to improve teaching and learning, and by analyzing student work and performance data to determine whether professional learning is improving student achievement. Additionally, the principal and other instructional leaders will participate in PLCs or review minutes of PLCs and review weekly lesson plans to ensure utilization of professional learning strategies, The principal will work to continuously improve the quality and effectiveness of the School's professional learning plan.

3. **Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?**

Prior to school opening, NRCA will provide professional learning for all teachers that includes a

two-day **New Teacher Institute** followed by a ten-day **Pre-Opening of Schools Training** for all teachers, including new teachers. This time is set aside for intensive training that is designed to provide instructional personnel with the knowledge and skills necessary to deliver the School's unique curriculum, instructional methods, and school-wide initiatives. Training sessions include, but are not limited to, a review of the Schools mission, vision, and guiding principles; the School's Educational Plan and key components (as outlined in Section 3); the School's curriculum (as outlined in Section 4): the School's student assessment and progress monitoring program (as outlined in Section 5); school-wide expectations for student learning; school-wide policies, procedures and processes; professional duties and expectations for employees; parental engagement and parental rights; new statutes affecting educational practices and the education profession; safety guidelines, procedures, crisis management and training expectations as required by state statutes; software and computer-based programs being implemented at the School; implementation of core curriculum; lesson planning and standards-based instruction to ensure student mastery of grade level standards; high-yield instructional strategies for students performing at all levels; PLC protocols and schedules; positive discipline and school culture; collaborative planning; procedures for securing substitute teachers; and setting up of classrooms. This period of training and preparation for the opening of schools will also include team-building activities and opportunities for staff to get to know each other. Teachers and staff will be given all necessary employee manuals and the school handbooks that contain standard operating procedures and statutory requirements which will be reviewed thoroughly during the Pre-Opening of Schools Training to ensure clear understanding amongst all employees. During the 10-day Pre-Opening of Schools Training, six full days will be dedicated to conducting trainings/workshops and reviewing handbooks, and four days will be devoted to team building activities, collaborative planning, and classroom set-up. NRCA will develop a comprehensive two-day New Teacher Institute that will be required for all teachers new to the profession. The two-day training will take place at the School and occur prior to the Pre-Opening of Schools Training. The topics that will be covered include, but are not limited to, classroom routines and procedures for the first week of school; daily classroom management; supervision of students; professional and ethical conduct of the profession; relationship building with students, parents, and colleagues; the School's new teacher induction and mentorship program; certification and endorsement requirements; and other matters that are crucial to ensuring that new teachers experience a smooth and successful experience from the beginning of their employment.

4. **Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.**

Throughout the school year, professional development will be formally scheduled each month during teacher professional development workdays. The School will follow the district's calendar for teacher planning days. In addition to the two-day New Teacher Institute and the 10-day Pre-Opening of Schools Training, the principal will allocate time in the school's schedule for teachers to engage in weekly common planning and collaboration sessions. Additionally, professional learning and early release days delineated on the district's annual school calendar will provide staff with professional learning opportunities throughout the year. The number of hours that will be allocated to training sessions, workshops, and other forms of professional learning will depend on

the topic(s) being covered. The principal will also provide information and training for teachers during scheduled faculty meetings and grade level/department meetings. Additionally, the School will provide teachers with opportunities to participate in district-offered professional development and approved professional conferences. Throughout the year, the principal will monitor teacher effectiveness and student progress to determine need for further professional growth activities for individual teachers (i.e., coaching, modeling, online courses, webinars, educational resources, and materials) to address the deficiencies noted.

Section 14: Student Recruitment and Enrollment

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

NRCA intends to build a diverse student body. The recruitment efforts of the school are primarily focused on the diverse populations of the Parrish community, although all students in Manatee County are eligible to apply. In addition to announcements on the school website inviting applications, FORZA and the school will actively send out information about NRCA to Houses of Worship, community groups, daycare centers and other centers in the area in which parents who might not access websites would gather, coupled with canvassing door to door homes and businesses. Staff, parents, volunteers and even Board members will be involved in disseminating information about the school. While NRCA would not be able to ensure that parents of all at-risk students would receive information about the school, providing multiple sources of information in community sites would guarantee the largest exposure. The School will seek to be involved in the school district's choice programs and use the various means of involvement to inform parents of the new school option. NRCA will provide information to parents in the most spoken languages of the community. For example, the school is aware that the immediate geographic locus surrounding the area targeted for building has many Spanish speaking parents. Informational material will certainly be provided in Spanish in that area. Informational meetings and Open Houses will be planned throughout the community and be held in the evenings and on weekends in addition to daytime sessions to serve the needs of working parents.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

NRCA will be non-discriminatory in all of its enrollment processes. Everything in its application, informational materials or practices will solicit enrollment from any student who is interested. Since the School will be soliciting students from a wide geographic area and employing non-discriminatory practices, it is assumed that the School will enroll a population that is characteristic and representative of the racial/ethnic balance of the community. The School will be attentive to the demographics of its population and if it finds in the first year of operation that student enrollment does not adequately reflect the balance of the community, it will address marketing efforts and broaden them even more to include more sites for dissemination of information. The School is committed to having a diverse and inclusive student body reflective of its community.

(Per the Manatee County's website, as of August 10, 2022, Manatee County services 52,000 Students - 45.4% White; 35.2% Hispanic; 12.5% African American; 4.6% Multi-Racial; 2.4% Asian; and 0.1% Indian.)

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

NRCA shall enroll an eligible student who submits a timely application. Enrollment preferences are specified in Section 2 of this application and comply with s.1002.33(10)(d), F.S. If the number of applications exceeds the capacity of a program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process which will be implemented in accordance with s. 1002.33(10)(b), F.S. The school anticipates that there may be more applications for some grade levels than the School's capacity can accommodate. In this case, the School will clearly communicate its lottery process and implement it with fidelity. If a lottery is held, the date of the lottery will be published on the school website as well as distributed in mailings to parent applicants. Using a vetted computerized process (one such option is Random.com) students will be selected in a way that does not involve human intervention other than manually logging students (or student numbers) into the system. The lottery will be conducted for each grade level that is over subscribed. A waiting list of students will be established according to the randomized listing. The School anticipates opening an application window on January 1 prior to the next school year and will close on August 1, unless there are projected vacancies remaining in the School which at that time the Governing Board would approve an extension of the application window. If the number of applications received exceeds the openings in a given grade level, applications will be enrolled through a NRCA's proposed enrollment application is included as Attachment S.

Section 15: Parent and Community Involvement

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

NRCA believes that parental involvement assists the School in the implementation of its mission, vision, and guiding principles. The School will employ a variety of techniques to build active parent and community engagement in the life of the School. A Parent Teacher Organization (PTO) will be formed in order to assist the School in enhancing the programs and services offered to students. Parents will also be provided with information regarding membership in the PTO. NRCA believes that active parental involvement will enhance the quality of the educational program and keep the principal and Governing Board abreast of the needs, concerns and recommendations from the School's parents and other stakeholders. Extracurricular activities at the School will be made

possible by partnering with the PTO and other community organizations such as the Parrish Professionals, Parrish Civic Association, Parrish Playworks Theatre, and other community partners.

NCRA will provide parents with a comprehensive Student-Parent Handbook and maintain a comprehensive and up-to-date website providing parents with critical information about the School. Additionally, the School will use social media, email blasts, school newsletters, parent meetings, and other forms of communication to provide continual information to parents and community members. On the website, NRCA will post information related to opportunities for parent involvement and requirements for volunteering at the School that include screenings and background checks. The website will also invite parents to attend Board Meetings by posting meeting dates and minutes as required by law. NRCA will also give parents an opportunity to provide input via an annual Parent Survey which will be carefully analyzed by school leadership to address areas of concern through actionable steps. The School's website will provide the contact information for the Parent Liaison with whom parents can communicate should they have questions or concerns in accordance with charter school statute. The Governing Board will comply with Section 1002.33(9)(p)2, F.S., which states: "Each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website. The Sponsor may not require governing board members to reside in the school district in which the charter school is located if the charter school complies with this subparagraph."

NRCA will abide by the provisions in House Bill 1557 – Parental Rights in Education, as well as the provisions in House Bill 1467 – Curriculum Transparency.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

Manatee County has a wealth of community resources to draw upon to support the mission of the School. Since NRCA's educational plan emphasizes STEAM disciplines, various community organizations and locations from museums to parks, to beaches and businesses, can support the School in implementing its mission and vision. NRCA's commitment to involving students in real-life experiences within local organizations, businesses, and organizations as part of their educational plan ensures an ongoing and positive relationship within the community. NRCA anticipates partnership with the following Manatee County businesses or organizations: Tampa Zoo, Manatee County School Board STEM Fair, Odyssey of the Mind, Manatee Technical College, MOTE Marine, and others as lessons require. Both community non-profit organizations and political sectors in Manatee County have affirmed the value in student experience in "real

world" opportunities. Currently, NCRA's sister school, Parrish Charter Academy, has secured commitment from employers and organizations such as the Chamber of Commerce and Economic Development Boards, Parrish Professionals, The Parrish Civic Association, and the PARRISH Playworks Theatre, in concert with other Community Partners, to be available for student activities, instruction and tours. Manatee County also affords the school extensive opportunities to partner with organizations committed to the arts, sports, leisure, and health. The school will actively solicit ongoing relationships with those community agencies as integral pieces of the educational program.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g., letters of intent/commitment, memoranda of understanding, or contracts).

Evidence of community support for the school is found in Attachment T.

D. Describe the process of appointing a representative to facilitate parental involvement, provide parents with access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in s. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

As stated above, in accordance with s. 1002.33, F.S., "each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate representative for each charter school in the district. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website. The sponsor may not require governing board members to reside in the school district in which the charter school is located if the charter school complies with this subparagraph." When resolving parent disputes, NRCA will ensure that all provisions related to student welfare as specific in s. 1001.42(8)(c)1-6 are followed by the School. A summary of the specific requirements delineated in the law is provided below as it appears in the statute:

1. The School will notify "a student's parent if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The procedures must reinforce the fundamental right of parents to make decisions regarding the upbringing and control of their children by requiring school personnel to encourage a student to discuss issues relating to his or her well-being with his or her parent or to facilitate discussion of the issue with the parent. The procedures may not prohibit parents from accessing any of their student's education and health records created, maintained, or used by the school.
2. The School may not prohibit school "personnel from notifying a parent about his or her student's mental, emotional, or physical health or well-being, or a change in related services or monitoring, or that encourage or have the effect of encouraging a student to withhold from a parent such information. School personnel may not discourage or prohibit parental

notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being. This subparagraph does not prohibit the School from adopting procedures that permit school personnel to withhold such information from a parent if a reasonably prudent person would believe that disclosure would result in abuse, abandonment, or neglect.

3. Classroom instruction by school personnel or third parties on sexual orientation or gender identity may not occur in kindergarten through grade 3 or in a manner that is not age-appropriate or developmentally appropriate for students in accordance with state standards.
4. Student support services training developed or provided by the School district to school personnel must adhere to student services guidelines, standards, and frameworks established by the Department of Education.
5. At the beginning of the school year, the School must notify parents of each health care service offered at the School and the option to withhold consent or decline any specific service. Parental consent to a health care service does not waive the parent's right to access his or her student's educational or health records or to be notified about a change in his or her student's services or monitoring as provided by this paragraph.
6. Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the School must provide the questionnaire or health screening form to the parent and obtain the permission of the parent."

NRCA will comply with the following provisions stipulated in s.1002.20, F.S. related to K-12 student and parent rights: "Parents of public school students must receive accurate and timely information regarding their child's academic progress and must be informed of ways they can help their child to succeed in school." As stated in the law, K-12 students and their parents are afforded numerous statutory rights including, but not limited to, providing input, consent, or receiving information related to, but not limited to: attendance, health issues, discipline, safety, educational choice, non-discrimination, students with disabilities, limited English proficient students, student records, student report cards, student progress reports, school accountability and school improvement rating reports, fiscal transparency, athletics, extracurricular activities, instructional materials, and other pertinent areas to their child's education. A critical provision in the law that the School will follow is stated in s. 1002.20(19)(b), F.S. – "The parent of each public school student has the right to receive effective communication from the school principal as to the manner in which instructional materials are used to implement the school's curricular objectives, in accordance with the provisions of s. 1006.28(4)(a)."

NRCA will abide by the Florida legislation related to parental rights as put forth in the Parent's Bill of Rights, Chapter 1014, which includes:

- 1014.01 Short title
- 1014.02 Legislative findings and definition
- 1014.03 Infringement of parental rights
- 1014.04 Parental rights
- 1014.05 School district notifications on parental rights
- 1014.06 Parental consent for health care services

III. BUSINESS PLAN

Section 16: Facilities

If the site is not yet acquired:

A. Explain the school's facility needs, including desired location, size, and layout of space.

The North River Charter Academy (NRCA) Board of Directors, FORZA Education Management, Building Hope, and Alliance (a charter school developer) are currently searching for a suitable property that meets the size and layout requirements for the proposed K-8 charter school. The target area is the North Manatee County Market, bordered on the east by I75, the West by US 301, the south by Moccasin Wallow, and the North by the County Line. The "school property" shall be an aggregate of 60,000 square feet with the building capacity to serve 1000 students in Kindergarten through 8th grade. The facilities will meet all applicable requirements of the Florida Building Code. The school facilities will be located on ten (10) acres of land and will include the following:

- one synthetic turf soccer field
- parking spaces to code
- 1,591 linear feet of on-site stacking for parent pick-up and drop-off
- four bus positions for drop off and pick up.

B. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g., letter, MOU) as Attachment U.

The NRCA Governing Board anticipates the costs stated below for this project which are included in the budget. These estimates have been derived based on industry standard rules based on the developers' experience completing 30+ charter school projects in 16 counties. Alliance and Consillium have recently completed the Oak Creek Charter School of Bonita Springs phase 2 and are in the process of completing PCA phase 3. They also previously completed PCA phase 1.

Land: 10 Acres	$1,000,000
Site Development Costs	$1,000,000
Building Costs: 60,000 SF	$12,000,000
Architects Engineers	$250,000
Legal & Financing	$500,000
Total Budget:	$14,750,000
Cost/ Student Station	$14,750

The anticipated lenders include Northern Trust Bank, City National Bank, Ocean Bank, Truist Bank, and Building Hope as evidenced in Attachment U. The anticipated monthly costs for the facilities for Years 1-5 are included in the proposed budgets located in Attachments X and Y.

C. Explain the strategy and schedule that will be employed to secure an adequate facility.

The NRCA Governing Board, FORZA Education Management, Alliance, and Building Hope are in the process of acquiring land for a facility that will meet the school's needs. The team has contracted with several realtors in the area that are searching for a parcel of land to construct a new

building or a facility that can be retrofitted. The team's goal is to have a facility or land secured immediately upon the approval of the application or shortly thereafter. The School agrees to use facilities that comply with the Florida Building Code for educational facilities referenced above, or with applicable state building codes pursuant to Chapter 553, Florida Statutes, and state fire protection codes pursuant to Chapter 633, Florida Statutes, as adopted by the authority in whose jurisdiction the facility is located.

Tentative Schedule for Opening in August 2025

March 2023 – December 2023	Identify parcel of land or existing building. Negotiate the price and terms and complete due diligence.
December 2023	Complete architectural design; Submit conceptual site and building plans to Manatee County for review and approval. Permit to follow.
Upon approval of charter application and plans by the district and/or Manatee County	Construction or retrofitting begins.
May 2025	Certificate of Occupancy obtained (Occupancy Classification Group E in the Florida Building Code) Submission of Certificate of Occupancy to the Manatee County School Board.
August 2025	All inspections completed. School opens.

D. Describe the back-up facilities plan.

NRCA anticipates having its facilities and grounds fully functional on opening day of the School. It will devise a thorough, aggressive timeline from acquisition to planning to construction. However, the School will have back-up facilities plan if unforeseen circumstances delay the opening of the facility on the first day of school. Since charter school law allows for charter schools to be housed in churches or other buildings that meet all requirements for educational facilities, FORZA has located several back-up facilities in which to serve students until the building is completed. These potential facilities include local churches and the Ellenton Ice Arena. NRCA will be diligent in seeking an adequate educational facility and locking in a commitment to lease the facility on a short-term basis in the event that the school facilities are not ready for use in August 2025. If leasing space in another facility were to occur, the School would meet all legal responsibilities for ensuring health, safety, class size and sound educational practices within that facility. NRCA would work in collaboration with the sponsor with regards to any facility changes and would ensure that parents and the community were informed on all aspects of the moves. The School would also collaborate with the sponsor and parents when it came time to move into the permanent facility. The School would ensure that there would be no disruption to the instructional process should there be a need for movement from one school location to another. If the move resulted in a drop in student enrollment, NRCA would adjust its budget and expenditures accordingly. NRCA would ensure that any facility moves were made during the least disruptive times for students. This may be at a break time, end of a grading period, or at another appropriate time that would result in as little disruption as possible for students and teachers. If, due to

extenuating circumstances, NRCA is unable to complete the construction or retrofitting of a permanent school facility, or secure a back-up facility for the opening of school in August 2025, NRCA would then defer the opening of the school for up to three years as authorized by s. 1002.33((6)(b)c.5, F.S.

Section 17: Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

In accordance with state statute, "transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E. of chapter 1006 and s. 1012.45." NRCA will provide transportation through its own bus service and arrange for students outside of a walking area (2-mile radius from the school or for those who must travel through a hazardous walking condition pathway) to be picked up at targeted locations throughout the county. The School will follow all Florida Statutes related to the safe transportation of students and will ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school per s. 1002.33(20)(c). Initially, the School intends to purchase its own school buses, based on enrollment and the number of students needing transportation to and from school. All purchased vehicles will meet Federal Vehicle Safety Standards and the Florida School Board specifications as stated in F.S. 1006.25 and the Florida Administrative Code. Buses will be subject to inspection every 30 days of operation by a Florida Department of Education certified inspector. NRCA will contract with a vendor to provide those ongoing inspections and routine maintenance or repair. However, if the School is unable to secure buses for its own fleet, then the School would contract with an organization such as A & S Transportation. However, if an outside vendor such as A & S is contracted, said company would be responsible for the monthly inspections and driver training.

NRCA will hire and maintain bus drivers that meet the required minimal standards listed below:

- Have five years of licensed driving experience.
- Hold a valid commercial driver's license (Class A or B) with a passenger and school bus endorsement.
- Successfully complete forty hours of pre-service training
- Pass all background and screening investigations
- Submit letters of recommendation
- Demonstrate and maintain a clean and safe driving record.

The School will contract with the school district to conduct all background checks and will hire only drivers that meet Florida's educational employee hiring standards. Initial and ongoing training of bus drivers will be provided through contracting with the school district to ensure that all professional development is in concert with appropriate Department of Education and Department of Transportation guidelines. The School will maintain records of all training. As required by state statute, "Each school bus driver must be of good moral character, of good vision and hearing, able-bodied, free from communicable disease, mentally alert, and sufficiently strong physically to handle the bus with ease, and he or she must possess other qualifications prescribed by the

Commissioner of Education, including those qualifications described in 49 C.F.R. s. 391, relating to physical qualifications and examinations, and 49 C.F.R. part 40 and part 382, relating to controlled substance and alcohol use and testing, and he or she must hold a valid commercial driver's license with a passenger endorsement."

The School will provide transportation safe riding instruction to all students. In addition, time emergency evacuation drills for all transported students will be conducted and the School will maintain records of all the drills and trainings. Student safety is of the utmost importance while transporting students. Drivers, and others involved, will be vigilant to insist upon appropriate behavior on buses, at bus stops, and upon arrival at school Each school bus driver has the authority and responsibility to control students during the time students are on the school bus pursuant to s. 1006.10. Parents and students will be made aware of transportation rules and consequences (based on the Code of Conduct) through the Parent/Student Handbook and other printed materials as well as on the School's website.

The School will always provide supervision of students in the bus loading areas of the School when students are present. The facility design will incorporate separate areas for bus, car and walking student arrivals and departures from School. The transportation services provided by the School will be in concert with any meal service offered by NRCA prior to the start of the day so that all students may take advantage of breakfast service if they desire. Students on the bus will be adequately supervised and never left alone. Emergency protocols will be developed for use in the event of traffic accidents or delayed arrivals/departures of buses. Staff appointed to positions serving the transportation needs of students will be managed and evaluated by the principal. The School recognizes the transportation program and staff as critical components to the success of students. The bus driver is the first person encountered by a student in the morning and it is essential that the initial exposure to the school day be positive and encouraging. The staff will receive training on the supportive aspects of their roles as well as the technical components. All transportation staff will be viewed as part of the educational team. Any student that attends after school tutoring may enroll in the After School program.

Section 18: Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

North River Charter Academy is committed to providing an excellent food service program for the students by participating in the National School Lunch Program and providing an organized meal service that meets all local health, state, and federal regulations. The program will be maintained onsite in an area that is clean, healthy, and inviting so that students may experience mealtimes as extensions of their learning environments. The School plans to extend its contract with SLA Management to provide meal services to students, including its afterschool snack program. SLA Management is the current provider of food services at all other FORZA managed school sites, including NRCA in Manatee County. Should a competitive Request for Proposal (RFP) be needed at the time of opening, the Governing Board will use a formal process to review the responses to the RFP that includes, but is not limited to the following:

- Public announcement of the RFP issuance to vendors in Manatee and surrounding counties.

- Pre-bid meeting with potential bidders to clarify the needs of the school.
- Reception of bids until a specifically designated time and date.
- The Governing Board witnessed review of the proposals using a standard evaluation tool for each of the proposals.
- Selection of the vendor by the Board will be based upon their ability to deliver the program as specified including reasonable costs, its experience working in school environments and the demonstration of ensuring safety in all aspects of food preparation and effectively interacting with students.
- Award of a contract to the successful bidder.
- Response to any challenge of the decision.
- Maintenance of all records related to the bid process.

If requested by the school district, the School will involve district personnel in the RFP process to ensure adequate transparency and equality in the system used to award a contract. NRCA will apply to participate in the National School Lunch and School Breakfast Programs. During the time that the application is under review, the School will operate using a partnership agreement with NRCA. The School will offer nutritious meals in accordance with the USDA Dietary Guidelines of meal component and portion size requirements. All meals will be distributed to students using a point-of-sale accountability system. The responsibilities of the School in meeting standards of the National School Lunch and Breakfast programs will be with the school's National School Lunch Coordinator and monitored by the Principal and/or Assistant Principal. The School will:

- Provide meals at free or reduced prices to eligible students (based upon federal family income standards).
- Provide a lunchroom that meets state nutritional and sanitation standards.
- Have two satisfactory health inspections conducted on a yearly basis by the State Department, as required, to maintain a Permit for food Service.
- Relate directly with the Department of Agriculture and consumer Services (DACS) for information and requirements of sponsorship of the National School Lunch Program.
- Process all necessary applications and reports.
- Adhere to program operation and record keeping requirements.
- Maintain and correctly use the Child Nutrition Program system.

The staff providing food services within the School will be considered vital team members in the educational program for students. The School recognizes that students who are hungry cannot learn, and a nutritious meal can make a difference in student achievement on any given day. NRCA will establish policies and train staff to maintain the lunchroom setting an extension of the learning environment for students. The School intends to offer early morning meals as well as lunch and will carefully monitor students who appear not to have adequate nutritional resources at home.

North River Charter Academy will implement a confidential procedure for processing Free and Reduced Lunch Applications. The School will disseminate applications to all students upon enrollment in the School. The School will use eligibility guidelines published by Food and Nutrition Service of the USDA in the Federal Register and enter determinations into the required database. The parents of eligible students will be notified in a manner which maintains confidentiality. Students will receive meals based upon their eligibility with no differentiation from other students. The School will submit claims for reimbursement within 30 days of the following

month for each approved month of the school year. NRCA will maintain data on all aspects of the Food Services Program in the School to constantly improve the service. Feedback from parents, students, food service workers and teachers will be solicited frequently to ensure that all the requirements are being met. The School will work with FORZA to consistently evaluate the service provided by any vendor awarded a contract to supply meals and support. The contract will be reviewed every three years for continuation into the next contract period.

Section 19: School Safety and Security

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act.
Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

In accordance with s. 1006.12, F.S., NRCA will have a **safe-school officer** on campus during the school day at all times for the protection and safety of school personnel, property, students, and visitors. A district school board must collaborate with charter school governing boards to facilitate charter school access to all safe-school officer options available under this section. Per s.1006.12(1)(a), F.S., "school resource officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be certified law enforcement officers, as defined in s. 943.10(1), who are employed by a law enforcement agency as defined in s. 943.10(4). The powers and duties of a law enforcement officer shall continue throughout the employee's tenure as a school resource officer. Per s. 1006.12(c), F.S., school resource 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."

School Safety Officer
Per s.1006.12(2)(a), F.S., "school safety officers shall undergo criminal background checks, drug testing, and a psychological evaluation and be law enforcement officers, as defined in s. 943.10(1), certified under chapter 943 and employed by either a law enforcement agency or by the district school board. If the officer is employed by the district school board, the district school board is the employing agency for purposes of chapter 943, and must comply with that chapter." NRCA's school safety officer will have all powers and obligations afforded under s. 1006.12(2), F.S. and shall also undergo mental health crisis intervention training.

School Guardian
Per s.1006.12(3), F.S., the School may participate in the Chris Hixon, Coach Aaron Feis, and Coach Scott Biegel Guardian Coach Aaron Feis Guardian program. The following individuals may serve as a school guardian upon satisfactory completion of all of the following specific requirements set forth in s. 30.15(1)(k), F.S. and certification by a sheriff:

(a) A school district employee or personnel, as defined under s. 1012.01, or a charter school

employee, as provided under s. 1002.33(12)(a), who volunteers to serve as a school guardian in addition to his or her official job duties; or

(b) An employee of a school district or a charter school who is hired for the specific purpose of serving as a school guardian.

School Security Guard

Per s.1006.12(4)(a-c), F.S., the School may contract with a security agency to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493, provided the following specific training and contractual conditions are met as stated in the law:

"(a) An individual who serves as a school security guard, for purposes of satisfying the requirements of this section, must:

1. Demonstrate completion of 144 hours of required training pursuant to s. 30.15(1)(k)2.
2. Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office, school district, or charter school governing board, as applicable. The Department of Law Enforcement is authorized to provide the sheriff's office, school district, or charter school governing board with mental health and substance abuse data for compliance with this paragraph.
3. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the sheriff's office, school district, or charter school governing board, as applicable.
4. Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis and provide documentation to the sheriff's office, school district, or charter school governing board, as applicable.

(b) The contract between a security agency and a school district or a charter school governing board regarding requirements applicable to school security guards serving in the capacity of a safe-school officer for purposes of satisfying the requirements of this section shall define the entity or entities responsible for training and the responsibilities for maintaining records relating to training, inspection, and firearm qualification.

(c) School security guards serving in the capacity of a safe-school officer pursuant to this subsection are in support of school-sanctioned activities for purposes of s. 790.115, and must aid in the prevention or abatement of active assailant incidents on school premises."

The primary duty of the safety school officer is to abate an active assailant situation on the campus. Safe school officers are to be visible within the school, build working relationships with the School's staff as well as with students, parents, and community groups. The School will establish a policy for the use of safe school officers outside of regular school hours, including during and after school, summer school, during extracurricular activities, and for school-sponsored events, as applicable. The School will also report to the Office of Safe Schools and the District when any safe school officer is disciplined for misconduct, dismissed, discharges a firearm, or is alleged to have committed misconduct which results in reassignment or being placed on administrative leave. Per Rule 6A-1.0018((23)(c), charter schools and their governing boards are responsible for meeting the safety requirements set forth in this rule. All safety requirements as set forth in subsections (6)-(17), (20) and (22) apply to charter schools, with any changes to the requirements set forth below:

1. Safe-school officer.

a. District school safety specialists are responsible for ensuring that all charter school facilities in their district have at least one (1) safe-school officer assigned and present on campus while school is in session.

b. Each charter school is authorized to establish its own policy on when a safe-school officer must be assigned to a school facility for extracurricular activities and for school-sponsored events or adopt the district's policy.

c. District school safety specialists must keep accurate records of the number and type of safe-school officers assigned to each charter school in the district.

d. Districts and charter school governing boards must work together to determine the type of safe-school officer under Section 1006.12, F.S., that will be assigned to each charter school. Any of the safe-school officer types permitted under Section 1006.12(1)-(4), F.S., may be assigned to a charter school.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

NRCA will comply with all school safety requirements set forth in Rule 6A-1.0018 and other applicable provisions of Florida law. In accordance with s. 1006.07(6), F.S., NRCA's Governing Board will adopt an active assailant response plan. NRCA will align school safety and security plans with state and district regulations. In accordance with Rule 6A-1.0018(16), the active assailant response plan will include strategies and expectations for responding to an active assailant situation using the following three (3) strategies: evading or evacuating, taking cover, or hiding, and responding to or fighting back. The plan will clearly designate individuals to carry out specified procedures in the event of a crisis. Prior to the first day of school for the first year and by October 1st of each year thereafter, the principal shall certify that all school personnel have received annual training on the procedures contained in the School's active assailant response plan and documented in the FSSAT. The Governing Board will also adopt a Family Reunification Plan to reunite students with their families in the event the School is unexpectedly closed or evacuated due a natural or manmade disaster. The School will provide necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; family reunification; and school safety and security.

The School will conduct all required drills as required by law, including active assailant drills that will be conducted in accordance with developmentally appropriate and age-appropriate procedures at least as often as other emergency drills. Per Rule 6A-1.0018 (15)(B)1, F.S., all drills will be conducted in consultation with the appropriate public safety agencies. Fire drills shall be conducted in accordance with the Florida Fire Prevention Code. The School will also complete six emergency drills every school year that are nonconcurrent with fire drills. The frequency and timing of such drills will comply with Rule 6A-1.0018(15)(b). The School's administration will complete an after-action report for each drill which will be provided to the District's School Safety Specialist.

In accordance with Rule 6A-1.0019(18), students in grades six and above will be issued student identification cards that include numbers for national or statewide crisis and suicide prevention hotlines and text lines. The School will also adopt a bullying and harassment prevention policy that aligns with FDOE's model policy. The School will adopt zero-tolerance policies that clearly define offenses that require consultation and law enforcement, as required under Rule 6A-

1.0018(12).

The School will develop the NRCA Safety and Emergency Management Handbook that will include, but not be limited to, the School's active assailant response plan, staff and student safety policies and procedures, procedures for campus visitors, procedures for emergency drills that include fire drills, lockdown drills, tornado drills, and any other drills required by the District. The handbook will be reviewed with all staff members prior to the opening of school. In addition to delineating the School's policies and procedures related to ensuring the safety of students, staff, and visitors, the handbook will stipulate all policies and procedures regarding the security of the facility and property.

The School will complete a Florida Safe Schools Assessment Tool (FSSAT) and develop a security plan for the School that includes school safety and security for students, staff, the facility, and property. Options to consider include emergency equipment, training and exercise, intelligence and information sharing, and communication and notification procedures. The School will cooperate in having public safety agencies tour the campus every three (3) years. The School will require all employees to wear a badge and all visitors will be required to check in at the office before entering the school campus. Pursuant s. 1006.07(4)(b)1-5, parents of charter school students have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds, during school transportation, or during school-sponsored activities.

In accordance with Rule 6A-1.0018(8), the School "shall implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. Such a system, known as "Alyssa's Alert," will integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations." NRCA will also promote the use of FortifyFL. FortifyFL will be advertised on the School's website, installed on all mobile devices issued to students, and bookmarked on all computer devices issued to students. The School will comply with all other school safety requirements set forth in Rule 6A-1.0018 and Florida Statutes.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

NRCA will adhere to s. 1006.07(7), F.S., which stipulates that a school shall establish a threat assessment team "whose duties include 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 developed by the Office of Safe Schools. Such policies must include procedures for referrals to mental health services, when appropriate, and procedures for behavioral threat assessments in compliance with the instrument developed pursuant to s. 1001.212(12)." The School will ensure that information is shared with the School District, local law enforcement, and community agencies, as necessary, when there is a risk of harm to a student, staff person or school site.

NRCA's threat assessment team will be composed of persons with expertise in counseling, instruction, school administration, and law enforcement. The counseling team member must be a school-based mental health services provider that is able to access student mental health records.

The law enforcement team member must be a sworn law enforcement officer, as defined by section 943.10(1), F.S., including a School Resource Office, school-safety officer, or other active law enforcement officer. All threat assessment team members will timely complete the training required under Rule 6A-1.0018(10), Fla. Admin. Code. All threat assessment team members must be trained on the CSTAG model and must complete the training before the start of the school year. Those appointed to threat assessment teams after the start of the school year must complete CSTAG training within ninety (90) days of appointment. 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.

As further stipulate in state statute, "The threat assessment teams shall identify members of 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. Upon a preliminary determination that a student poses a threat of violence or physical harm to himself or herself or others, a threat assessment team shall immediately report its determination to the district and will notify law enforcement if the individual poses an immediate threat to himself or herself or others. The principal shall immediately attempt to notify the student's parent or legal guardian. Nothing in this subsection shall preclude the School's personnel from acting immediately to address an imminent threat. 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."

The threat assessment team will follow Office of Safe School's model policies for determining the legitimacy and severity of a threat and make referrals to licensed mental health professionals or law enforcement. In accordance with s. 1006.07(7), F.S., the threat assessment team is required to consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, which would pose a threat to school safety. If in the process of assessing risk of harm, the threat assessment team determines there is an imminent threat, or the potential for harm to self or others, a contracted licensed mental health professional or law enforcement officer will be called in to consult and make an official determination. If the licensed mental health professional or law enforcement officer determines the necessity of an immediate psychological evaluation, a Baker Act will be initiated, but only after making a reasonable attempt to notify the parent of the student as required under s. 1002.33(9)(q), F.S., and verification that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated, unless otherwise excused by law. The threat assessment team will provide ongoing monitoring of all students that have been found to pose a threat to himself or herself or others.

NRCA will comply with youth mental health awareness training requirements for school personnel as specified in s. 1012.584, F.S.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

In accordance with s. 1006.07(9), F.S., and Rule 6A-1.0017, the School shall "ensure the accurate and timely reporting of incidents related to school safety and discipline." NRCA's principal will be responsible for the School's environmental safety incident reporting (SESIR) and will undergo

the training required under Rule 6A-1.0017(10). If the principal determines that any offense must be reported in SESIR in accordance with the requirements of the rule, the offense will be reported to the Florida Department of Education using the online portal. In accordance with s. 1002.33(9)(r), F.S., parents of charter school students have a right to access school safety and discipline incidents reported through SESIR.

In accordance with s. 943.082(1), F.S., NRCA will utilize a suspicious activity reporting tool that allows students and the community to relay information anonymously concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials. As recommended by students of Marjory Stoneman Douglas High School, the program shall be named "FortifyFL." Per s. 943.082(4)(b), F.S., NRCA shall promote the use of the mobile suspicious activity reporting tool by advertising it on the School's website, in newsletters, on school campuses, and in school publications, and other feasible methods.

Section 20: Budget

A. **Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.**

A complete five-year budget as well as a budget summary can be found in Appendix X. The Florida Charter School Revenue Estimator for year one is included as Appendix W, as well as the 5-year revenue estimator provided by the Charter Support Unit as part of the comprehensive Budget Tool.

B. **Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.**

Attachment Y provides a reasonable projection for the NRCA start-up budget. NRCA has secured a loan commitment from Building Hope for up to $500,000 and a donation gift of $250,000 from FORZA. See Attachment Z. Please note that the School does not use this entire amount in the planning budget. Instead, NRCA has assumed using only $250,000 during the planning year, and $400,000 during the first year. An additional $100,000 will remain available as an additional contingency should it become necessary to support the start-up operations of the School. The primary expenses during the planning year are hiring the principal and office manager. NRCA anticipates that the principal will work approximately nine months before the opening of the School and the office manager will be hired approximately seven months before opening to assist with enrollment. The startup loan that NRCA will obtain is calculated at six percent (6%) interest and is interest only until the third year of operation. The total payments included in the budget are summarized below:

	Plan Year	Year 1	Year 2	Year 3	Year 4	Year 5
Borrowing Amount	$250,000	$400,000	-	-	-	-
Principal Payments	-	-	-	$204,171	$216,422	$229,407
Interest Payments	$15,000	$39,000	$39,000	$243,171	$243,171	$243,171

C. **If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g., MOU, letters) as Attachment Z.**

While NRCA believes the School will be successful in securing grants and raising funds from outside donors, NRCA has not included this in the proposed budget. Other than the initial start-up loan indicated above, the only revenue included in the budget is the FEFP calculation (based on the 2023-2024 school year Conference Committee revenue estimate), capital outlay (starting in year three), and the Manatee County Referendum funds which are estimated at $797 per student for the first year, and an estimate of $750 per student for each year thereafter. In addition, a small amount has been included from the School's before and after school care program, which is based on historical information from the other schools operated by FORZA Education Management.

D. **Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.**

The budget was developed using the Charter Support Unit's Budget Template Tool. This allows NRCA to make reasonable assumptions based on enrollment and has guided the development of the comprehensive budget including Attachment X.

Revenue

In order to budget conservatively, NRCA has assumed that not all of the student seats will be full. So even though NRCA fully anticipates effective outreach efforts to meet student enrollment projections of 488 students during the first year, the budget is based on only 476 students, as NRCA is assuming that only 98% of student seats will be full. This 98% measure is used in all five years of the budget to add a cushion to the numbers we present. Below is a table of the School's estimated revenue sources, followed by a description of the assumptions that were used to develop these revenue estimates.

	Year 1	Year 2	Year 3	Year 4	Year 5
Unweighted FTE	476.00	600.00	742.00	1,110.00	1,278.00
Weighted FTE	521.32	648.42	795.70	1,177.16	1,348.79

Assumed FEFP Increase	1.44%	1.44%	1.44%	1.44%	1.44%
Assumed Categorical Increase	3.20%	3.20%	3.20%	3.20%	3.20%

Assumed ESE Guarantee Increase	0%	0%	0%	0%	0%

Per Student Base Allocation	$5,213.62	$5,288.57	$5,364.59	$5,441.71	$5,519.94

Base Funding	$2,717,963	$3,429,212	$4,268,584	$6,405,783	$7,445,267
ESE Guarantee	$64,158	$78,531	$93,792	$137,553	$154,194
Other Categorical FEFP	$1,229,604	$1,572,280	$1,931,061	$2,923,651	$3,370,579

Total Calculated FEFP	$4,011,725	$5,080,023	$6,293,437	$9,466,987	$10,970,040
Per Student Average FEFP Total	$8,428	$8,467	$8,482	$8,529	$8,584

To estimate FEFP revenue, NRCA started with the 2023-2024 calculation and added small annual percentage increases which are based on the average increases given over the last five years based on historical FEFP data.

NRCA has also included the Manatee County Referendum Funds based on the following calculations:

	Year 1	Year 2	Year 3	Year 4	Year 5
Estimated Enrollment	476	600	742	1110	1278
Per Student Amount	$797	$750	$750	$750	$750
Total Referendum Funds	**$388,936**	**$462,000**	**$571,500**	**$853,500**	**$982,500**

In addition, NRCA is using the capital outlay calculations based on the 2022-2023 school year laws and numbers but are aware of recent statutory changes that will impact the capital outlay funding in the future. NRCA assumes that the School will be eligible for capital outlay starting in year three.

Revenue is also listed on the budget for the lunch program; however, the revenue and expenses are near break-even and a description is provided below.

NRCA fully expects that the School will be able to obtain the Federal CSP grant, and other grants available to schools. However, NRCA has not included any of these within this budget. In the event that NRCA should obtain these funds, the funds would be used to accelerate purchasing earlier and to provide supplemental programs that are not anticipated within the initial plan.

Expenses

Most of the expenses in NRCA's budget are based on the number of students enrolled. Therefore, while it is assumed that the student enrollment projections are reasonable if fluctuations are

experienced, the budget can be adjusted accordingly to match actual enrollment. The most sizable portion of NRCA's budget is devoted to salaries, benefits, and expenses related to staff. The School is dedicated to having the highest quality staff possible. The table below highlights the School's staffing projections.

Position	Initial Rate	Plng Year	Year 1	Year 2	Year 3	Year 4	Year 5
Principal	$90,000	0.8	1.0	1.0	1.0	1.0	1.0
Assistant Principal	$60,000	0.1	1.0	1.0	1.0	1.0	1.0
Business Manager	$21.63/Hr.	0.5	1.0	1.0	1.0	1.0	1.0
Registrar	$17.31/Hr.		2.0	2.0	3.0	3.0	3.0
Classroom Teachers	$55,000		26.0	32.0	34.0	43.0	44.0
MS/HS Teachers - Full Time	$55,000				6.0	16.4	24.6
Physical Education Teacher(s)	$55,000		2.0	2.6	2.8	3.4	3.4
Art Teacher(s)	$55,000		0.6	0.8	0.8	1.0	1.2
World Language Teacher(s)	$55,000		0.6	0.8	0.8	1.0	1.2
ESE Teacher(s)	$55,000		2.0	2.4	2.6	3.8	4.2
Gifted Teacher(s)	$55,000					0.6	0.6
Lunch Staff	$26.32/Hr.		1.0	1.0	1.0	1.0	1.0
Bus Drivers	$25.00/Hr.		2.0	3.0	3.0	5.0	5.0
Maintenance 1	$21.63/Hr.		1.5	3.0	3.0	5.0	6.0
Security 1	$30.56/Hr.		1.0	1.0	1.0	1.0	1.0
BAC Director	$16.00/Hr.		1.0	1.0	1.0	1.0	1.0
BAC Staff	$15.00/Hr.		2.0	3.0	4.0	4.0	4.0

A summary of the total costs involved with staffing is as follows:

	Plng Year	Year 1	Year 2	Year 3	Year 4	Year 5
Gross Salary Amounts	$95,000	$2,188,447	$2,730,258	$3,276,208	$4,686,627	$5,361,595
Benefits Amounts	$4,381	$150,476	$201,946	$261,278	$405,386	$501,586
Other Employer Costs	$9,442	$212,826	$264,854	$316,863	$452,050	$516,778
Total Employee Costs	$108,823	$2,551,750	$3,197,058	$3,854,350	$5,544,063	$6,379,959
Total Budgeted Expenses	$150,883	$4,944,480	$5,830,371	$7,354,934	$10,654,636	$12,261,833
Percentage of Employee Costs	72.1%	51.6%	54.8%	52.4%	52.0%	52.0%

The benefits amount calculated in the above table includes the School contributing $460 per month for insurance benefits per employee, with a 10-percent annual increase. Based on the historical experience of the other schools operated by FORZA, NRCA assumes that 60 percent of its staff members will elect insurance benefits. In addition, NRCA has set aside five percent (5%) of salaries for 25% of the employees for an employer match to retirement plans. The Employer Costs include things like FICA, Unemployment, Worker's Comp, and other costs related to operating payroll.

While the entire budget template is available upon request, NRCA wants to describe the most significant expenses. To provide these descriptions, NRCA has made a list of all budget lines that are over $5,000 during the first year of operation (excluding the employee costs identified above) and described them below. The numbers indicated below are the amount that is planned to be spent during the planning year and first year of operation:

- **Instructional- Rentals (5100-360) - $58,297 -** As described in this application, NRCA intends to use several online services to be able to assist teachers in meeting the needs of all students, as such NRCA has set aside $38,750 per year for software subscriptions. In addition, NRCA intends to lease its furniture for $19,547 for the first year of operation.
- **Instructional- Supplies (5100-510) -** $38,080 - NRCA has estimated $80 per student during the first year of operation, and $45.00 in the second year, with a 2% annual increase thereafter for educational classroom supplies.
- **Instructional- Textbooks (5100-520) - $169,390 -** NRCA anticipates purchasing four textbooks per student, and based on current research, NRCA has found that the average of the programs the School is reviewing will be around $60 per book (or a total of $240 per student). In addition, NRCA has set aside an additional $16 per student for consumable materials.
- **Instructional - Computer Hardware (Non-Capitalized) (5100-644) - $14,867 -** NRCA intends to purchase one Chromebook for every three students and is assuming that each machine will last approximately four years before needing to be replaced. In addition, NRCA has included a higher price for purchasing more capable PCs for each staff member. The amount indicated on this line is for the teacher computers, assuming $460 per computer x 32 computers.
- **ESE Services - Professional and Technical Services (5200-310) -** $19,440 - NRCA intends to contract with outside therapists and service providers to meet the needs of some of its more low-incident disabilities, such as speech and language, occupational and physical therapies. As such, the School has assumed that such service will cost approximately $60 per hour and has assumed 9 hours per week for the first year of operation increasing by a two percent (2%) annual cost escalator plus the number of hours rising proportionately with increased enrollment.
- **Professional Development - Professional and Technical Services (6400) - $12,324** – Altogether, the School anticipates spending a little over $12,000 during the first year on professional development services which will include conducting onsite PD for staff and having the ability for staff members to attend offsite trainings as well. FORZA also provides additional PD for no extra cost.
- **Ed Tech - Professional and Technical Services (6500-310) - $25,026 -** NRCA will contract with an outside service provider to provide IT services to the School to ensure that

networks and computers are operating as expected. The costs are based on the amounts Forza has paid for this service at other schools where it operates.

- **Ed Tech - Computer Hardware (Non-Capitalized) (6500-644) - $120,345 -** This budget line item comprises the student computers ($255 per computer x 163 computers) as well as the instructional technology to be used in the classroom ($3,000 per classroom x 26 classes). As the School adds additional classrooms and students, additional purchases will be made each year to accommodate the new classrooms and students, as well as to replace worn-out machines.
- **Board - Professional and Technical Services (7100-310) - $7,500 -** The Board anticipates retaining an attorney to represent the School and provide any necessary legal guidance. While it is hoped that spending these funds will not be necessary, NRCA has allocated them just in case.
- **Board & Facility - Insurance and Bond Premiums (7100-320 / 7900-320) - $39,780 -** As described in the next section of this application, the School intends to comply with best practices and with charter contract obligations to secure adequate insurance. As such, NRCA has set aside $45 per student for general liability and professional insurance, as well as $0.85 per square foot for renters' insurance on the property.
- **District - Dues, and Fees (7200-730) - $101,117 -** NRCA has anticipated a total of five percent (5%) of annual fees on the first 250 students to be used for the administrative fee withheld by the school district. While NRCA fully intends to be a high-performing school during the first five years, and administrative fees will drop by 2%, NRCA has not included that drop in this budget projection.
- **Administrative- Professional and Technical Services (7300-310) - $604,508 -** As described elsewhere in this application, the School intends to hire ae educational service provider (ESP) to assist with the general operations and to ensure the School is following all requirements of its charter and to operate more efficiently. As such, NRCA has set aside twelve percent (12%) of the total revenue to be used as a management fee.
- **Administrative- Rentals (7300-360) - $15,140 -** NRCA has set aside money for the lease of a copy machine as well as the subscription to administrative software for operating the School here. NRCA has assumed $25 per student for office equipment and $60 per staff member for software.
- **Administrative- Supplies (7300-510) - $10,472 -** NRCA has set aside $20 per student to be used for administrative and office supplies to be used at the School.
- **Administrative- Furniture, Fixtures (Non-Capitalized) (7300-642) - $5,000 -** NRCA has set aside $5,000 for furniture needs within the School's offices.
- **Administrative - Computer Hardware (Non-Capitalized) (7300-644) - $10,827 -** NRCA has set aside funds for the purchase of computers and office equipment to be used by the School's administration and office staff.
- **Facility Acquisition - Rentals (7400-360) - $622,688 -** Based upon NRCA's current negotiations for the building for the School, NRCA has set aside $1,276 per student for the cost of the facility lease.
- **Fiscal Services - Professional and Technical Services (7500-310) - $55,600 -** The School will use the services of a back-office account service provider to allow it to operate more efficiently and ensure proper compliance with all accounting standards. This equates to approximately $100 per student.

- **Lunch Program - Food (7600-570) - $149,409 -** The School intends to participate in the school lunch program, as described previously in this application. Overall, the School anticipates the lunch program to come close to breaking even between costs and revenue. NRCA is estimating that about 40% of its students will qualify for free or reduced lunch and that it will charge other students a reasonable fee to cover the costs associated with lunches. NRCA has also included supplies and furniture required to conduct the program. Overall, the costs are summarized as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Anticipated Revenue	$176,040.00	$219,999.60	$272,138.40	$408,225.60	$469,864.80
Staff Costs	$11,070.67	$11,286.43	$11,502.19	$11,726.09	$11,954.07
Equipment and Supplies	$20,934.00	$10,510.00	$12,398.20	$22,220.60	$17,943.22
Food Costs	$149,409.00	$188,640.00	$233,523.00	$350,118.00	$403,146.00
Net Cost to School	-$5,373.67	$9,563.17	$14,715.01	$24,160.90	$36,821.52

- **Transportation - Buses (7800-651) - $24,722 -** The School intends to purchase buses, the costs associated with this budget line item represent the payments to purchase buses based on the School's plan. NRCA has also included fuel, staffing for driving the buses, and additional funds for repairs and inspection.
- **Transportation - Other Purchased Services (7800-390) - $6,000 -** The cost for monthly inspections of the bus to comply with state statute.
- **Facility - Communications (7900-370) - $12,000 -** NRCA has set aside $1,000 per month for telephone and internet communication services at the School.
- **Facility - Public Utilities (7900-380) - $7,616** – NRCA is assuming $16 per student for the cost of public utilities such as water and sewer services to the School.
- **Facility - Other Purchased Services (7900-390) - $38,820 -** In addition to on-staff cleaning services, the School intends to work with a contracted cleaning service to provide regular daily cleaning, this is estimated at $1.19 per square foot with a one percent (1%) annual escalator. In addition, NRCA has set aside additional funds to contract with other service providers for things like inspections and maintenance of the facilities.
- **Facility - Electricity (7900-430) - $22,680 -** NRCA has estimated $1.05 per square foot for electricity costs, with an assumed two percent (2%) annual escalator.
- **Facility - Supplies (7900-510) - $11,900** – NRCA has set aside $25.00 per student to be used for facilities and maintenance supplies.
- **Debt Service - Interest Payment / Debt Service (9200-720) - $39,000 -** As described earlier in this section, NRCA intends to take out a loan to assist with the startup costs associated with running the School and has budgeted for interest and principal payments as described in part B of this section.
- **Reserve - Reserve Funds - $100,293 -** NRCAs realizes additional expenses may arise that have not been planned for and that it is best practice to set money aside as a reserve fund. Therefore, NRCA has set aside two and a half percent (2.5%) during the first year, and three percent (3%) of the total FEFP funding each year to be used for unexpected expenses or reserve fund costs. These funds are treated as an expense, and not added to the annual

carryover funds. However, in the event the funds are not spent, they will be added to cash on hand for future years.

E. **Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.**

The School has several options should anticipated revenues not be received or are lower than anticipated. Given that most of the costs that are in the budget are based on a per-student basis, changing the enrollment will automatically adjust the rates for spending proportionately for many of the budget assumptions. The Board will regularly review the enrollment targets and budget versus actual reports to measure the progress the School is making on meeting its financial goals, and if enrollment or revenues are less than expected, it will immediately address the concern to adjust the budget, as necessary.

To ensure the School would be able to operate effectively should it not meet the targeted enrollment numbers, it has conducted a stress test of the budget at 50 and 75 percent of the anticipated enrollment. These budgets are available upon request, and the following chart summarizes one set of possible scenarios which could be used to ensure a balanced budget given these enrollment situations. These possibilities do not indicate that this is for sure how the Board would operate, the decisions would need to be based on the actual enrollment numbers and the situation at the time, but these are indicative of the types of decisions the Board could make.

75 Percent Budget Changes	50 Percent Budget Changes
• Anticipated enrollment of 354 students during the first year, and 978 during the final year. • All changes in the CSU template are based on per-student calculations. • Postpone hiring Assistant Principal until year 3. • Reduce office staff to just one registrar during years 1 and 2 and only 2 during year 3.	• Anticipated enrollment of 246 students during the first year, and 640 during the final year. • All changes in the CSU template are based on per-student calculations. • Postpone hiring Assistant Principal until year 4. • Reduce office staff to just one registrar during years 1-3 and 2 during years 4-5. • Reduce maintenance staff by half. • Reduce textbooks to 3 books per student until year 4. • Reduce annual staff raises to 1% • Reduce reserve fund set aside to 1% during years 1 and 2, and 2% during year 3. • Restructure the loan during year one by reducing the amount being borrowed during year 1 by $50,000 and instead borrowing that during year 2. • Reduce administrative fees to 10% in years one and two.

The overall results of these changes would result in the following budget scenarios.

If a revenue shortfall occurs, the principal will work with FORZA, the back-office service provider, and Governing Board to make decisions around which types of adjustments are most appropriate given the situation and adjust the budget and spending accordingly.

	Plan Year	Year 1	Year 2	Year 3	Year 4	Year 5
Anticipated Budget as Described Above						
Total Enrollment		476 (of 488)	600 (of 616)	742 (of 762)	1110 (of 1138)	1278 (of 1310)
Estimated Income	$250,000	$5,021,701	$5,858,474	$7,935,119	$11,887,881	$13,755,076
Estimated Expenses	$150,883	$4,944,480	$5,830,371	$7,354,934	$10,654,636	$12,261,833
Net Revenue	$99,117	$77,221	$28,104	$580,185	$1,233,245	$1,493,244
Cash Balance	$99,117	$176,338	$204,442	$784,627	$2,017,872	$3,511,116
Contingency Budget at 75% Anticipated Enrollment						
Total Enrollment		354	456	562	854	978
Estimated Income	$250,000	$3,871,780	$4,472,262	$6,026,568	$9,169,009	$10,569,839
Estimated Expenses	$144,587	$3,789,271	$4,452,711	$5,775,998	$8,391,671	$9,567,887
Net Revenue	$105,414	$82,509	$19,550	$250,569	$777,338	$1,001,952
Cash Balance	$105,414	$187,922	$207,472	$458,042	$1,235,380	$2,237,332
Contingency Budget at 50% Anticipated Enrollment						
Total Enrollment		246	308	370	556	640
Estimated Income	$250,000	$2,741,938	$3,098,573	$4,014,353	$5,973,117	$6,953,763
Estimated Expenses	$144,587	$2,683,231	$3,088,941	$3,932,580	$5,644,614	$6,482,770
Net Revenue	$105,414	$58,708	$9,631	$81,773	$328,502	$470,993
Cash Balance	$105,414	$164,121	$173,752	$255,525	$584,027	$1,055,020

F. **Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).**

The budget approved with the application will become the approved budget for the startup period and year one of operations. This budget will be subject to continual and intense monitoring to identify inaccuracies in assumptions. The budget will be updated frequently, including after each significant event. Examples of events that would impact the budget include updated enrollment numbers, changes in the local economy, hiring of new staff, new legislation, ordering of furniture, etc. The School recognizes that the budget must be managed in the entire environment and is not limited to the result of the actions of the charter school. While omissions, erroneous estimates of quantities required, and/or unrealistic price estimates of an item will create budget variances, so too will the construction of a housing development (or another school) within walking distance of the School.

The Governing Board will receive a monthly projection of cash and budget performance, including projected cash balances or deficits and proposed budget amendments, starting with the September financial statements. The budget monitoring process is a powerful tool in surviving revenue being less or later than budgeted. Four specific strategies are designed to respond to budget revenue shortfalls: First, during the startup period, and until the charter school is fully operational, the projected budget compared to the approved budget will be an agenda item during each charter school board meeting, as well as in any meetings between the accountant and school staff. Second, budgeted expenditures will be deferred until justified and approved in segments. For example, classroom furniture, textbooks, computers, etc., may not be ordered all at one time for the projected enrollment. Instead, these would be ordered on an as-needed basis to match actual enrollment gains. Similarly, teachers and other staff will be interviewed and identified, with provisional identification of employees, but hiring will be authorized only after the need is established. Third, when possible, vendor payments will be postponed. Some vendors that specialize in charter school startups can offer to defer the collection of fees if that payment would cause the new charter school to either be unable to pay another significant vendor or create an overdraft in the cash flow. In extreme situations, deferment can become forgiveness/cancellation of fees. Since most vendors would be unwilling to forgo payment, this set of strategies will be available with only a limited number of vendors, but the benefit is significant. Fourth, the charter school will seek to establish a line of credit with a local bank, lending institution, or individual. The budget includes up to $750,000 in startup funds during the startup period and year one. This plus the other three measures will be adequate to cope with revenue shortfalls that could occur.

G. **Provide monthly cash flow projections for the school's start-up period (i.e., from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.**

The School's monthly cash flow projections for the startup period and year one is included as Attachments X and Y.

Section 21: Financial Management and Oversight

A. Describe who will manage the school's finances and how the school will ensure strong

internal controls over financial management and compliance with all financial reporting requirements.

The Governing Board of NRCA is responsible for ensuring all school financial resources are managed efficiently and properly. The Board will be contracting with FORZA Education Management to assist with all financial aspects of the organization. However, the Board will make all strategic decisions regarding school finances and control practices. The Governing Board will select a Treasurer to be the point of contact between FORZA and the Board. The Board will review and approve a preliminary annual budget before the fiscal year begins. The administration of the school, the principal, and the leadership team will collaborate with FORZA in preparing a school site budget which will include anticipated revenues and expenditures based on actual student enrollment. The Board will review the financial activity concerning the established budget at its monthly meetings and make revisions as needed in time to effectively manage financial resources.

The principal, with direction from FORZA, will manage the day-to-day operations and site-based finances, including expenditures and receivables. The Board will adopt a policy whereby the principal will need to seek prior approval from the Board for expenditures over a pre-approved amount. The principal will report at least quarterly to the Governing Board on the progress of the site-based budget and make recommendations and seek approval for large expenses. FORZA Education Management and the Governing Board will oversee the principal and remain responsible for all financial matters delegated to the principal.

A strong system of internal controls will be put into place by the Governing Board and will be reviewed frequently to determine the efficacy of the processes. The Board will request an annual review of the internal controls by an independent auditor. The Board will employ practices that provide reasonable assurance that the school's assets are safeguarded against loss from unauthorized use or disposition and that financial transactions are executed in accordance with the school's policies. Controls are established in concert with all applicable federal, state, and local laws and in line with accepted industry standards and best practices regarding:

- Revenues, accounts receivable, and cash receipts,
- Expenditures, accounts payable, and cash disbursements,
- Budgeting and financial reporting,
- Risk management,
- School inventory and capital assets,
- Student records, and
- Employment records.

FORZA's accounting department will also be responsible for bookkeeping, bank reconciliation, and payroll. Detailed financial statements will be prepared monthly for analysis by the Governing Board. Policies and reporting procedures established by the district and State will be followed. NRCA will maintain FDIC-insured bank accounts and any cash receipts will have multiple sources of checks and balances. The school will submit invoices for products and services to the accounting department of FORZA where processes of check cutting, bank reconciliations, and wire transfers will be made on behalf of the school.

Appropriate segregation of duties will prevent mismanagement of funds. The principal will be

required to submit signed approvals for all check requests. Each invoice item will be linked to line items in the approved annual budget before a check is created.
Some of the internal control procedures to be implemented for monies handled at the school include but may not be limited to the following:

- Purchases from internal/general funds must be authorized in writing by the principal.
- School-approved pre-numbered forms will be used as the means of recording cash received and serve as the basis for entries into accounting records. The office staff will review and confirm deposits and sign a deposit slip before presenting it to the principal for review.
- Deposits will be made by the principal or office staff within two days of receipt. School funds will be secured in a safe until deposit time.
- Approved, pre-numbered checks will be used as a means for disbursing school funds and will be the basis of the accounting entries. Petty cash disbursements will have separate procedures.
- Purchase orders or invoices will be sent to the FORZA accounting department with any check requests.
- The FORZA accounting department will determine that the invoice has been approved by the principal and is in accord with the annual budget.
- Internal/general funds will be accounted for on the same fiscal year basis as all other school funds.
- Expenditures will never exceed resources.
- The Governing Board will be kept aware of accounts payable.
- Bank statements will be reconciled as soon as received by an individual who does not receive or disburse funds. The FORZA accounting department will assume responsibility for that function and will send copies of the reconciliation to the Principal and Governing Board Treasurer.
- Monthly financial reports will be made in approved written form to provide the school administration with data from which to make timely decisions related to finances.
- Monthly reports will be provided to the School Board of Manatee County and the Governing Board.

In addition to the general processes described above, specific procedures will be enforced to strengthen the security and integrity of the financial systems within the School. For example, the school will have only one checking account and that account identifies the school on all checks and deposit slips. All monies received by the school will be deposited intact into the one account and all disbursements will be made using checks drawn on the account. Two check signers will be on file and could include the Governing Board Chairperson or Treasurer, and the principal, moreover, the NRCA Board can authorize and add a signer from FORZA which would undergird the checks and balances system, thereby, safeguarding against mismanagement of funds. Checks must be signed by two people. Under no circumstances are pre-signed checks allowed. All checks, receipt forms, and tickets will be pre-numbered and perpetual inventories of each will be maintained. Inventories will show the beginning and ending numbers of all documents acquired and issued. Any pre-numbered documents will be accompanied by a certified statement of the numbers received. Petty cash will be limited to $500, secured in a safe, and under the direct supervision of the principal. Expenditures from petty cash will be accompanied by invoices and receipts for the products.

Procurement policies will evidence the school's commitment to fairness and openness in expending public dollars. Any items/services over $5,000 in value will require at least three bids. The Governing Board has the authority to reject any or all bids if bid specifications are not met. In accepting bids, the governing board will accept the lowest and best bid in accordance with legal and ethical standards of procurement using public funds. NRCA will maintain electronic and hard copy sources of all financial policies and procedures. Any staff member dealing with any part of the financial system will be thoroughly oriented to the policies and procedures and held accountable for the strict adherence to established controls. All financial data will be maintained on a secure system and network and accessible only to authorized individuals. Data will be adequately backed up daily and physical records housed in secure environments. All financial records will be maintained forever and made available to the School Board of Manatee County upon request.

To fulfill its statutory responsibility for financial reporting, NRCA will use the standard state codification of accounts as identified in the most recent publication of the "Financial and Program Cost Accounting and Reporting for Florida Schools," commonly known as the "Red Book." The school will also be mindful of any applicable Technical Assistance notices that reference financial reporting in the state. If federal dollars are received directly, the school will follow all mandates and systems for reporting the use of those funds. If, at any time, the school elects to follow generally accepted accounting standards for non-profit organizations which is allowable by Florida Statute, the school will notify the school district in advance and would be committed to reformatting any data into "Red Book" format for annual audits.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

The Governing Board will review and evaluate financial data from prepared reports at each meeting. The data will be published in advance of the meeting so that it is available to the public as well as the Board and will contain at least the following reports:

- Statement of revenues, expenditures, and changes in fund balance by object,
- Schedule of receivables and payables,
- Bank statement with a check register,
- Cash on hand reconciliation worksheet,
- Capitalized Fixed asset report, and
- Balance sheet as certified by FORZA's accountant.

These reports are in concert with those submitted to the school district monthly. The Governing Board will review any deviations in revenues and expenditures from those budgeted. The Board will respond to deviations through significant deliberation and budget amendments to maintain the educational process and financial integrity of the organization. The Board will use the monthly review of financial data to prepare the subsequent year's budget. During the review, the Board will closely monitor student enrollment data and examine trends in that data to anticipate changes to next year's budgeting process. The Board will hold all involved with the School's financial operations to high standards and specify annual financial goals. At each meeting of the Board, a review of the progress toward the goals will be presented by FORZA and the Board Treasurer with significant input from the school Principal.

At least annually, the Board will request a review of the financial internal processes and controls by an external auditor. The Board will take recommendations from the review to strengthen policies and procedures to fulfill its responsibility of effectively managing public funds. One of the Board members will be selected as Treasurer and assist the chairperson by serving as the liaison with FORZA on financial matters. While the School does not anticipate any financial difficulty, it is prepared to submit a statutorily required financial recovery plan if a situation exists to mandate it. The governing Board would work with the School Board of Manatee County to rapidly eliminate any concerns about the school's financial health.

C. Describe the school's plans and procedures for conducting an annual audit of its financial operations.

NRCA will offer a Request for Proposal to area independent auditors to provide an annual audit of the school's finances per Section 218.391, F.S. The auditing firm selected would have no relationship or function with the school's accounting practices. The firm selected will be familiar with the use of public funds in a non-profit environment so that the Governing Board and school district can have confidence in the audit results. The procurement of auditing services will be in concert with a competitive, fair, and equitable process used in other public organizations. As stated previously, the Governing Board will also request an annual review of the internal processes and controls of the organization. The results of that review will be considered by the Board and recommendations for process alterations will be given to FORZA. An audit report checklist will be completed per Section 11.45(3)(a), F.S.

Professional development will be provided for any governing Board member that needs assistance in fully comprehending and using the results of the annual audit. Said provision will be scheduled for the first year of the Board's function and repeated if any new members come on the Board. The content covered in said professional development will cover information regarding audits, fund balances, accountability, record maintenance, and general systems of financial control.

Complete audits of the School's finances will be conducted each year and submitted to the school district and the state Department of Education according to the timelines designated by those bodies. Any deficiencies discovered in the audits will be addressed by the Governing Board immediately upon receipt of the audit. The governing board will keep the School Board of Manatee County appraised of any findings and remediation of deficiencies regularly and timely. At this time, the School recognizes that within 90 days of the end of the fiscal year, the results of the audit will be delivered to the school district and any responses to the audit as well as the management letter of the audit are to be delivered to the school district by September 30th.

D. Describe the method by which accounting records will be maintained.

Accounting records of NRCA will be maintained in perpetuity in the accounting system used by the School. All accounting will be maintained using the financial reporting codification of accounts of the Financial and Program Cost Accounting and Reporting for Florida Schools. Reports will be subject to any directives issued by the school district or the State of Florida. Financial records, including personnel files, will be maintained according to the timelines identified in law and the school will back up all data to prevent loss of information due to natural or other disasters. The

School will inventory and register all tangible property purchased with public funds and implement a fixed asset management system to keep the inventory up to date. In addition, the School will tag all tangible property at or above $1,000.00. The School will work with the district to inventory and register property similarly to the district. The inventory will be reviewed regularly by the Governing Board and will be used to develop timelines for replacement, upgrades, and deletions. All equipment, furnishings, and materials purchased with public funds will be deleted legally and coordinated with district supervision.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

The Governing Board of NRCA will present, explain, and adopt an annual budget at a regularly scheduled and noticed public meeting. All materials related to the budget proposal will be available to the public at least seven (7) days before the Board votes. The Board will invite public comment and will encourage parents, employees, and interested community members to become knowledgeable in the financial matters of the School. It is good public policy to maintain this transparency and encourages stakeholder involvement in meeting financial goals. Any budget discussion will be summarized in the meeting minutes and distributed on the School's website and in hard copies in the school office. The School Board of Manatee County will be consistently updated on the financial conditions at the School through receipt of the materials prior to NRCA board meetings and minutes recording actions related to the budget, amendments, and goals. Likewise, the school district will receive monthly financial reports from the School so that any issues or concerns can be addressed proactively. Additionally, the school will submit its annual IRS 990, which, with the above actions, will provide compliance with Section 1002.33(9)(p), F.S. and Section 1002.33(9)(g), F. S.
Public disclosure of the annual audit and financial reports of the School will be made in similar ways. Documents will be available on the website with the posting of the agenda and be available in hard copy in the School's office. Since materials are available at least one week prior to any action taken on stated items, the public will have adequate time to review the information before discussion and action ensue. Likewise, if any findings or recommendations require action by the Board, the public will learn about those actions before a formal vote by the Board.

NRCA believes it is important that stakeholders, including parents, staff, and community members, understand the School's financial conditions as they relate to the adopted budget. The interrelationships of student enrollment and achievement, parent satisfaction, staff commitment, and organizational financial health cannot be overstated. Each component provides strength and challenge for the School. NRCA's philosophy of fiscal management includes attention and commitment to all relationships within the organization to ensure a sustainable financial future.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

The Governing Board of the school, through a process of a comparative review of services, has selected FORZA education management to provide management services for the School. Included

in those services are the following:

- Personnel management,
- Facility Operation and Maintenance,
- Technology and Professional Development,
- Business Administration,
- Transportation and Food Service,
- Public Relations,
- Budgeting, Budgeting process, Financial and other reporting, and
- Maintenance of financial and student records.

A full description of the services provided to the school by FORZA is found in the FORZA Education Management, L.L.C. Management Agreement included as Addendum EE. The Board decided to use a management organization to provide these services for several reasons. The functions are critical to the School's successful operation and must be done efficiently and effectively even before the School opens. FORZA is experienced and respected in its ability to provide the service with little or no ramp-up since the required systems and processes are already in place. If the school administration provided all the services, the cost of salaries, benefits, training, oversight, evaluation, and building systems would be significant. In addition, the management of these functions would take immense amounts of time from the principal. In traditional public-school settings, these functions are centralized and managed by the district office. NRCA determined that it was best practice in this situation to organize those functions under the auspices of an experienced management company and allow the school administration to devote more time to the educational process and student needs. The principal will be intimately involved in the functions assigned to FORZA but will act in an adjunct role so as not to be burdened by day-to-day responsibilities. The Governing Board will evaluate the services provided by FORZA each year. The costs of the services described above are included in the total management fee paid by the School to FORZA.

G. Describe how the school will store financial records.

Since much of the financial data relates directly to student records, the storage of both student and financial data records will be handled with extreme care and diligence. All records will be stored and protected in secure fireproof/waterproof cabinets, vaults, or rooms fitted with noncombustible materials. Although the records will be arranged for accessibility, they will be available only to select individuals and the use will be monitored through logs and other means. Records stored electronically will be secured and accessible only to authorized users with appropriate passwords and firewall filter clearances. The School will safeguard the confidentiality of student records using a series of permissions granted by the Principal and will enable access to only those records related to students directly served by a person or team. All financial records including payroll, accounts receivable and payable, and multiple fund sources will be maintained at the school site and FORZA offices. Digital backup systems will be installed in the computers housing the records to ensure that no data is lost during system failures. The ultimate responsibility for maintaining financial records will be assigned to FORZA's accounting department. That department will be tasked with maintaining data integrity when accounts are accessed for daily operations or in the events of audits and other reviews. The custodian of student records of the School will be responsible for ensuring the confidentiality of those records and establishing procedures for the

handling and managing of those records as required by F.S Section 257. The principal will identify the staff that has access to each of the student records, establish a log for record sign-out and create systems to ensure fidelity. Additionally, public record requests will be available through the schools webpage request form and the school will remain compliant with F.S. Section 119.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

NRCA will maintain appropriate Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, and Professional Liability Insurance. The School will maintain evidence of current insurance coverage and present it to the school district regularly or when requested. Limitations on policies will be in concert with state statutes and the School Board of Manatee County. NRCA, to the extent immunity is waived, agrees to indemnify, defend with competent counsel selected by the School, and hold the School Board of Manatee County, its members, officers, employees, and agents harmless from attorney's fees, arising out of, or connected with or resulting from:

- Negligence, intentional wrongful acts, misconduct, or culpability
- The School's material breach of contract or violation of law
- Any failure by the school to pay its employees, contractors, or other legal indebtedness
- Failure of the School's officers, directors, or employees to comply with any law
- Professional errors of omission, or claims of errors
- All liability, including fiscal responsibility for payments
- Personal injury, property damage, or civil rights violations

All insurance coverage will be specified in the School's charter with the school district. No later than 30 days prior to the opening of School, the School shall furnish the district with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1st.

As of this time, NRCA is prepared to provide the following levels of coverage:

- **Fidelity bonds**: $1 million for each person performing the duties of chief administrative officer, chief executive officer, chief operating officer, chief financial officer, president, principal, or director, and $1 million for each member of the school's governing board and each person employed by the school or its governing body with the authority to make purchases or contract for services over $6,000.
- **Comprehensive General Liability, bodily Injury, Property Damage and Personal Injury**: Minimum of $1 million per occurrence/$2 million annual aggregate (except with respect to coverage for property damage liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of $5,000 per occurrence. It will also include coverage for corporal punishment although it will not be intentionally administered.
- **Automobile Liability Insurance**: Minimum of $1 million per occurrence and if subject to an annual aggregate, $2 million annual aggregate. Occurrence/Claims: The insurance will be subject to a maximum deductible not exceeding $10,000 per claim.

- **Employees Liability Insurance**: $1 million per disease, accident, and employee.
- **Employees Dishonesty/Crime Insurance for all Governing Board members and employees**: including Faithful Performance coverage for the school's administrators, principal, and Governing Board members with an insurance carrier authorized to do business in the State of Florida and will be in the amount of no less than $1 million per loss/$2 million dollars annual aggregate. In lieu of this coverage, the school may provide Fidelity Bond coverage in the same amount.
- **School leader's Errors and Omissions Insurance**: Errors and Omissions coverage to include prior acts, sexual harassment, civil rights, employment discrimination, breach of contract, insured versus insured, consultants and independent contractors, and with minimum policy limits of 2 million. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim.
- **Buildings and Contents**: Fire, Property and Casualty—Building and Equipment—Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, and repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the sponsor evidence of business personal property insurance, including furniture, fixtures, equipment, and machinery used in the School.
- **Worker's Compensation/Employer's Liability**: The insurance will cover the School (and its subcontractors, to the extent they are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Worker's Compensation Policy. In addition, coverage will be secured, as needed, for the Federal Employer's Liability Act and any other applicable state or federal laws. The minimum amount of coverage for meeting those requirements under Part Two of the Standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) will be $1 million per occurrence and 2 million annual aggregates.

Section 22: Start-Up Plan

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

i. **Applying for and securing appropriate legal status (e.g., status as a state corporation, Federal non-profit)**
ii. **Identifying and securing facility**
iii. **Recruiting and hiring staff (leaders, teachers, and other staff)**
iv. **Staff training**
v. **Finalizing curriculum and other instructional materials**
vi. **Governing board training**
vii. **Policy adoption by Board (if necessary)**
viii. **Recruiting students**
ix. **Enrollment lottery, if necessary**
x. **Establishing financial procedures**

xi. Securing contracted services
xii. Fundraising, if applicable
xiii. Finalizing transportation and food service plans
xiv. Procuring furniture, fixtures, and equipment
xv. Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

The Start-up Plan and projected timetable for the School's start-up were developed by the NRCA Board and associated parties to North River Charter Academy. In addition, a Start-up budget is presented in Attachment Y. (Note: The instructional materials will be ordered in the spring. However, payments will not commence until July when the School receives operational funding.)

i. Legal Status	Winter 2023 (following approved charter application)
ii. Identifying and Securing Facility	Fall 2023 – Spring 2024
iii. Recruiting and Hiring Leaders, Teachers, Staff	School Leader Search- November 2024-January 2025 Hire School Leader- January 2025 School Staff- January – July 2025
iv. Staff Training	Summer 2025
v. Finalizing Curriculum and Instructional	April 2025
vi. Governing Board Training	Summer 2024 (All current Board Members are trained)
vii. Policy Adoption by Board	Spring 2024
viii. Recruiting Students	January – August 2025
ix. Enrollment Lottery, if necessary	January – August 2025
x. Financial Procedures	January – March 2025
xi. Securing Contracted Services	January-May 2025
xii. Fundraising	Ongoing beginning with charter application approval
xiii. Finalizing Transportation and Food Service	January – March 2025
xiv. Procuring Furniture and Technology	January – June 2025
xv. Procuring Instructional Materials	April – June 2025

Note: NRCA commits to completing the New Charter School Pre-opening Checklist, and all required on-site pre-opening school inspections/visits.

Addendum B: EDUCATION SERVICE PROVIDERS

An Education Service Provider (ESP) is an organization, either for-profit or nonprofit, that contracts with a charter school or a network of charter schools to provide comprehensive educational and business services. In addition to Addendum B, applicants must also complete Form IEPC-M1A if the governing board plans to contract with an ESP. The following section allows the applicant to demonstrate the ESP's track record of success and its ability to provide services for a new school(s).

ESP Selection

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.

The NRCA Board of Directors are community volunteers with experience and backgrounds in Education, Banking and Business. The application process, facility acquisition, opening and operating a new charter school are all very arduous undertakings, especially for community volunteers who already have successful full-time careers. The NRCA Board of Directors has a strong desire to open an additional charter school in the Parrish community and has decided to contract with experts in the opening and managing charter schools in the state of Florida. Selecting a management company with a proven track record of accomplishment to assist and support in every aspect of this process will ensure that the community receives another school of choice consistent with the guidelines of the FLDOE.

B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.

The NRCA Board of Directors selected FORZA Education Management as their Educational Service Provider because of their successful opening and operation of Gulf Coast Charter Academy South, Oak Creek Charter School of Bonita Springs, and NRCA. Each of these schools are in Florida and include Board members that sit on the current NRCA Board. FORZA is a smaller management company with a more amical and personable approach, which is one of many reasons the Board is attracted to this company. In addition, they chose FORZA due to the extensive services this ESP provides coupled with the overall affordability of those services. The NRCA Board has monitored FORZA's progress in successfully opening and operating Gulf Coast Charter Academy South since 2013 and has witnessed first-hand, the successful acquisition and turnaround of Oak Creek Charter School of Bonita Springs in 2016, and the opening of NRCA in 2019. Moreover, they have been attentive in witnessing FORZA's continued growth and success each successive year in every area due to the services that are provided. In addition, FORZA assists schools with start-up expenditures by disbursing funds for all start-up costs, thereby relieving the school from any loans or indebtedness during the first year of operation. On the contrary, this Board has also witnessed other Management Companies' presentations that offer loans to the school for said start-up expenses. The Board is satisfied with the management services FORZA provides and the fee related to those amenities. The NRCA Board firmly believes that FORZA will be an asset and will successfully assist with the opening and effective operation of NRCA.

FORZA provides a level of comprehensive and effective management services that affords the principalship team, faculty, and staff the opportunity to focus on educational goals, effective instructional leadership, and the art of teaching. This team approach is enhanced even more by the ability to exercise site-based management and decision-making which fosters effective and strategic planning involving key stakeholders of NRCA. Additional information can be found at *www.forzaedu.com*

C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.

The members of the NRCA Board of Director's have worked with FORZA Education Management at three other school in Florida. The Board continues to monitor any new employees with the company as well as the academic and financial status of each of the other schools.

D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

The NRCA Board continues to monitor FORZA's successful management of Gulf Coast Charter Academy South, Oak Creek Charter Schools of Bonita Springs, and NRCA. As stated, the NRCA Board is pleased with FORZA's strategic plan to employ additional personnel as they continue to open additional schools. The Board firmly believes that FORZA can continue to successfully carry out the functions necessary to operate high quality charter schools. This is evident in the financial and academic success of each of its three schools and successful charter renewals within Lee and Collier County. The Manatee charter school review committee and School Board Members of the Manatee County School District are invited to any of the schools referenced above, at their convenience, to tour the building and meet with faculty and staff to view first-hand the quality learning environment that was created by FORZA. As an additional sign of its strength and reputation, FORZA was approached by another management company to take over one of its failing schools, which is did in 2016 with the acquisition of Oak Creek Charter School of Bonita Springs, formally Bonita Springs Prep and Fitness.

ESP Background

A. Provide the mission of the ESP and an overview of the organization's strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.

FORZA is made up of a professional team that provides services and solutions for every aspect of charter school establishment and operation. FORZA ensures that the school's Governing Board has complete autonomy and control over its school which includes input regarding their academic program, staffing needs and curriculum. FORZA embraces the premise that all stakeholders are part of the decision-making process where trust and respect are an integral part of the relationship. FORZA provides its schools with an all-inclusive collection of management services focusing on a holistic educational approach to enhance each school's optimum level of success. The motto of FORZA Education Management, which is also its rationale for opening additional schools, is "Giving Parents a Choice and Children a Chance." FORZA firmly believes that all parents should have a choice in their child's education and that all children can learn and be successful when

taught by a highly qualified caring staff within a quality learning environment.

The FORZA leadership team is sensitive to the educational needs of children and puts those needs first when making organizational decisions. FORZA is aware that a business must be financially secure; however, instead of following a rigid business design, it supports the faculty/staff of a school, with its primary mission being the welfare of the students. Enhancing the educational experience and process is the driving force behind organizational decisions. FORZA operates with the bottom line of — whatever is in the best interest of the children, faculty, and staff as well as the families that are served. FORZA does not have any other plans to open any other schools at this time but will open a Child Development Center on the campus of North River Charter Academy.

B. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

Chuck S. Malatesta, CEO, has been in the field of Charter Education for many years and opened FORZA Education Management, LLC in 2013. This company has created and embraced an eclectic and new management style that believes: "Parents should have a choice and students should have a chance." Between 2013 and 2022, FORZA has assisted in the opening of three successful charter schools and four Child Development Centers and has grown to add two Regional Vice Presidents, William Staros Jr., and Jose Rubio. It currently employs a Grants Specialist, NSLP Coordinator, Director of Marketing, and an Assistant Grants and Marketing Specialist.

Charles (Chuck) Malatesta, is a lifelong educator who has worked to improve education throughout his entire career at every level of education as a Teacher, Coach, Dean of Students, (AP) University professor and Administrator, Principal, Regional Vice President of company operations, and opened several charter schools in the State, respectively. He also has experience in Private/Parochial, traditional public, and charter school settings. Mr. Malatesta pursued his education at Florida Atlantic University, where he was awarded a swimming scholarship and majored in history education. He later transferred to the University of Delaware where he earned his Bachelor of Science in Health and Exercise Science. Subsequently, he began teaching and coaching at the Charter School of Wilmington where he was recognized as State and National Coach of the Year in 2000. He earned a master's degree from Wilmington University in Educational Leadership/Administration in 2003. Mr. Malatesta served as Dean of Students at Bishop Verot High School, and a university administrator in the College of Education at Florida Gulf Coast University and St. Petersburg College. He has been the principal of two charter schools and assisted in the application process for an approved charter high school. Mr. Malatesta was a Regional Vice President for a large management company and was responsible for establishing and enhancing relationships with school district personnel, reviewing areas of need for potential new charter schools, building acquisitions, overseeing all schools in the region, including each school's academic performance and financials.

William Staros, Regional Vice President, most recently served as the principal of Gulf Coast Charter Academy South. Over his nine years at GCCAS, he oversaw the school's enrollment expansion, the development of its STEM program, and left the school as a Florida Department of Education High-performing Charter School with an extended 15-year charter with Collier County.

He continues to be extremely enthusiastic about working with the incredibly dedicated and talented staff, diligent and hard-working students, supportive parents, and the caring communities in which the FORZA schools are located. William Staros was born and raised in Fort Lauderdale, Florida and attended Florida Gulf Coast University where he earned his bachelor's degree in Elementary Education in 2006. After his graduation from FGCU, he spent time in Savannah, Ga. where he taught fourth grade. He later returned to the west coast of Florida to continue his teaching and leadership career with time in Bonita Springs, Ft. Myers, and Immokalee, Florida before joining GCCAS in 2014. Mr. Staros earned his master's in educational leadership from The University of New England in 2011.

Jose Rubio, Regional Vice President, earned his bachelor's degree in psychology and biology and his master's degree in School Building Leadership from St. John's University, New York. Mr. Rubio began teaching in 2000 as a high school science teacher in his hometown of New York City. During his second year of teaching, Mr. Rubio was chosen by his colleagues as a member of the School Leader Team at Manhattan Village Academy. In 2004, Mr. Rubio joined St. Raymond High School team, and the following year, he was credited with replacing the entire Chemistry curriculum. In 2008, he was named Head of the Science Department. During his tenure as Head of the Science Department, he reconstructed the entire science curriculum and secured funds to build three new science labs at his school. In 2015, Mr. Rubio relocated to Washington, D.C. to become the Assistant Principal of a middle school, Meridian Charter School. Within four months, he was also named the Assistant Principal of the elementary campus concurrently. In 2016, he was hired by FORZA Education Management to become the Principal of Oak Creek Charter School of Bonita Springs K-8. Mr. Rubio was instrumental in enhancing the academic learning environment and school facilities at the school. He is currently enrolled in his doctorate program in education at Florida Gulf Coast University.
Additional information regarding FORZA's organizational chart and future organizational chart can be found in attachments BB. and CC.

ESP Track Record

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school. If the ESP intends to build capacity and add positions during the term of this proposed charter school, include an organizational chart of the proposed growth within the ESP leadership structure as Attachment CC.

The organizational capacity to open and operate high quality charter schools in Florida is evident by the successful opening and operation of Gulf Coast Charter Academy South and Parrish Charter Academy, as well as the takeover and turnaround of Oak Creek Charter School of Bonita Springs. Additional information regarding the growth plan for FORZA can be found above in the ESP sections B, D along with the ESP organization chart for anticipated growth which can be found in attachment CC, as requested. As FORZA continues to grow and open more schools, additional positions mentioned in attachment CC will be added to assist and support all its schools. FORZA has opened and operated a very successful Child Development Center in Naples, Bonita Springs, and two centers in Parrish. This will be a tremendous asset to the communities and a great feeder program for the charter schools.

B. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A, which can be found at http://www.fldoe.org/schools/school-choice/charter- schools/charter-school-reference and attach as Attachment DD.

See Attachment DD

C. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's demonstrated academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).

See Attachment DD

D. List and explain any management contract terminations as well as any charter revocations, non- renewals, withdrawals, or non-openings that the ESP has experienced in the past five (5) years.

N/A

Legal Relationships

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.

The relationship between NRCA and FORZA is based on the terms of the Management Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as business partners, joint venture, agent, or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees, and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents, and subcontractors.

No Related Parties or Common Control. FORZA will not have any role or relationship with the School that, in effect, substantially limits NRCA's ability to exercise its rights, including termination rights, under the Management Agreement. NRCA and FORZA will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code. The Governing Board termination information can be found in the Management Agreement under the termination section.

B. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[4] with or owned in whole or in part by the ESP. If so, identify the nature of those entities' business activities and describe how the governing board will ensure that any such relationships will not pose a conflict of interest or hinder the board's authority or ability to terminate the contract with the ESP.

The School will not have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated with or owned in whole or in part by the ESP.

C. Explain the supervisory responsibilities of the ESP (if any), including which school

employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.

FORZA will partner with the NRCA Board to assist in determining staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer, and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under the Management Agreement, all within the financial constraints of the school Budget approved by the Board. NRCA and FORZA acknowledge and agree that the accountability of FORZA to NRCA is an essential foundation of the agreement between NRCA and FORZA. In addition, the responsibility of the administrator of NRCA is critical to the success of NRCA. The NRCA Board and FORZA will work together to select and supervise the principal and hold the principal accountable for the success of NRCA. The employment contract with the principal, and the duties and compensation of the principal shall be determined by the NRCA Board. The principal and FORZA, in turn, will have similar authority to select and hold accountable the teachers at NRCA. FORZA and the principal will work together to select the teachers and support staff for employment. FORZA and the principal will determine the number and assignments of such teachers. Teachers may work at NRCA on a full or part time basis. Each teacher assigned to NRCA will be highly qualified in his or her grade levels and subject areas, hold a valid teaching certificate issued by the Florida Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. The NRCA Board will receive monthly or bi-monthly reports from the principal and FORZA regarding the operation and management of the School. In addition, the NRCA Board will complete an annual evaluation on the ESP with input from the principal.

D. If the school's governing board intends to enter into a financing agreement (promissory notes, loans, leases, lease-purchase agreements, other negotiable instruments, or any other facility or financing relationships) with the ESP:

- **Ensure that such agreements are or will be separately documented and not part of or incorporated in the school management contract and do not hinder the governing board's authority and practical ability to terminate the management agreement and continue operation of the school.**
- **Provide evidence that the agreement was or will be reviewed by the governing board's independent legal counsel or attorney and subject to a fair market analysis.**
- **Describe how such agreements will be repaid. Repayments should be reflected in the budget.**

There are currently no plans for the parties to enter into a financing agreement, but FORZA has provided NRCA with a financial support letter included in Attachment U of this application. In the event the parties do enter into a financing agreement in the future, the interest rate will be at or below the market rate for comparable loans following a market analysis. Any such agreements would be separately documented in a loan agreement and/or promissory note, provided to the Governing Board's counsel for review, and approved by the Governing Board at a publicly noticed meeting. Repayment of the loan would be subject to NRCA having sufficient revenues to meet its other expenses first.

Organizational Structure

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.

- Setting Performance Goals Selecting Curriculum
- Selecting Professional Development programs
- Data Management & Selecting Interim Assessments Determining Promotion Criteria
- Setting a School Culture Student Recruitment
- School Staff Recruitment & Hiring
- Providing Human Resources (HR) services (payroll, benefits, etc.) Fundraising
- Managing Community Relations
- Selecting and Providing Information Technology Managing Facilities
- Procuring Vendors
- Other Operational and Administrative Services, if Applicable

The ESP's main roles and responsibilities include but are not limited to:

- Feasibility studies
- Assistance with charter application
- Facility acquisition
- Compliance reporting
- Accountability
- Financial services
- Assist with fundraising
- Grants
- Marketing and enrollment
- Public relations
- Human resources
- Technology
- Curriculum planning and implementation
- Strategic planning and implementation
- Employee staff development and evaluations

The description of the services FORZA provides can be found in the Management Agreement under services which is included as Addendum EE. In addition, the ESP's roles and responsibilities related to financial management of the charter can also be found in the Management Agreement under financial management. Additional information regarding a description of FORZA's services can also be found on the FORZA web page at www.forzaedu.com

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals (e.g., external evaluator, surveys, or

performance data analyses)? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?

The NRCA Board will evaluate the ESP annually and prior to the renewal of a contract between the Governing Board and ESP. The instrument will evaluate the ESP's performance and a determination by the Board on whether the ESP has met the performance criteria established by the Board. The information will be presented in a notice meeting and the parents of every student shall have access to a copy of the evaluation. The school-wide achievement results that the ESP is responsible for will be determined by the School's success on the State Assessment and the academic goals achieved as presented in the school improvement plan. The Board will also review the annual results of the parent surveys which will evaluate the School and management of the School. The procedures for Board intervention if the ESP's performance is deemed unsatisfactory can be found in the Management Agreement under termination.

C. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.

The payment schedule and early termination information is in the Management Agreement.

D. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?

Basic corporate law would not allow the management company or principal to spend anything that was not already in the budget approved by the Board. The budget would be amended as needed if expenditures exceeded budget line items. FORZA is required to give a summary report at each Board meeting, monthly or bi-monthly, which will include the school's financial performance. In addition, the accountant will provide a copy of the school's monthly financials to be included in the Financial Condition Report. The governing boards financial oversight is addressed in Section 21 of the application; however, it should be noted that the Board is ultimately responsible to ensure that appropriate policies and procedures are in place to prevent fraud, waste, and abuse, and to make certain that the school is operating effectively and efficiently according to the charter contract and state or federal laws. An effective internal control structure and culture of compliance are critical for effective fiscal management. Therefore, the board will periodically engage an independent public accounting firm to review specific aspects of the school's internal controls. Recommendations and findings from this engagement will be reported to the board through this audit process.

E. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the

specific sections.

The term of the Management Agreement, conditions and procedures for renewal and termination of the contract can be found in the Management Agreement under TERMS. The indemnification information can be found in the Management Agreement under indemnification.

F. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

See Attachment EE.

ATTACHMENT A

Not Applicable

ATTACHMENT B

Sample daily school schedule and annual school calendar

Attachment B

SAMPLE MASTER SCHEDULE

Provided below as a sample master schedule is the current schedule being used in our two K-8 schools and one K-6 school.

Master Schedule

Grade K	7:50-9:50	9:55-10:40	10:40-11:10	11:15-12:15	12:15-12:45	12:45-1:45	1:45-2:15	2:15-3:00
Teacher	ELA	Specials	Lunch	Math	Recess	Science	Social Studies	WIN Time
Teacher	ELA	Specials	Lunch	Math	Recess	Science	Social Studies	WIN Time
Teacher	ELA	Specials	Lunch	Math	Recess	Science	Social Studies	WIN Time
Teacher	ELA	Specials	Lunch	Math	Recess	Science	Social Studies	WIN Time
Teacher	ELA	Specials	Lunch	Math	Recess	Science	Social Studies	WIN Time

GRADE 1	7:50-8:20	8:20-10:20	10:20-10:50	10:50-11:20	11:25-12:45	12:50-1:35	1:35-2:35	2:35-3:00
Teacher	WIN Time	ELA	Recess	Lunch	Math	Specials	Science	Social Studies
Teacher	WIN Time	ELA	Recess	Lunch	Math	Specials	Science	Social Studies
Teacher	WIN Time	ELA	Recess	Lunch	Math	Specials	Science	Social Studies
Teacher	WIN Time	ELA	Recess	Lunch	Math	Specials	Science	Social Studies
Teacher	WIN Time	ELA	Recess	Lunch	Math	Specials	Science	Social Studies

GRADE 2	7:50-10:00	10:00-11:10	11:15-11:45	11:50-12:10	12:10-1:10	1:15-1:45	1:45-2:30	2:30-3:00
Teacher	ELA	Math	Lunch	WIN Time	Science	Recess	Specials	Social Studies
Teacher	ELA	Math	Lunch	WIN Time	Science	Recess	Specials	Social Studies
Teacher	ELA	Math	Lunch	WIN Time	Science	Recess	Specials	Social Studies
Teacher	ELA	Math	Lunch	WIN Time	Science	Recess	Specials	Social Studies

GRADE 3	7:50-8:40	8:40-10:40	10:45-11:30	11:30-11:55	12:00-12:25	12:30-1:45	1:45-2:15	2:15-3:10
Teacher	Social Studies	ELA	Specials	WIN Time	Lunch	Math	Recess	Science
Teacher	Social Studies	ELA	Specials	WIN Time	Lunch	Math	Recess	Science
Teacher	Social Studies	ELA	Specials	WIN Time	Lunch	Math	Recess	Science
Teacher	Social Studies	ELA	Specials	WIN Time	Lunch	Math	Recess	Science
GRADE 4	7:50-9:40	9:40-11:20	11:25-11:55	11:55-12:40	12:45-2:15	2:20-2:50	2:50-3:10	

Teacher	ELA	Science	Lunch	Specials	Math	Recess	WIN Time
Teacher	Math	ELA	Lunch	Specials	Science	Recess	WIN Time
Teacher	Science	Math	Lunch	Specials	ELA	Recess	WIN Time

GRADE 5	8:00-9:30	9:30-11:00	11:00-11:30	11:30-11:55	11:56-12:41	12:45-1:55	1:55-3:00
Teacher	Math	Science	Recess	Lunch	Specials	ELA/SS	
Teacher	ELA/SS		Recess	Lunch	Specials	Math	Science
Teacher	ELA/SS		Recess	Lunch	Specials	Science	Math
Teacher	Science	Math	Recess	Lunch	Specials	ELA/SS	

GRADE 6	7:50-9:15	9:20-10:40	10:45-11:30	11:30-11:50	11:55-12:20	12:20-1:35	1:40-3:05
Teacher	Math	Social Studies	Specials	Recess	Lunch	Science	ELA
Teacher	Science	ELA	Specials	Recess	Lunch	Math	Social Studies
Teacher	Social Studies	Math	Specials	Recess	Lunch	ELA	Math
	ELA	Science	Specials	Recess	Lunch	Social Studies	Science

Middle School Block Schedule

Mondays

	7:45-8:00	8:00-9:00	9:00-9:50	9:55-10:45	10:50-11:40	11:45-12:35	12:35-1:00	1:00-1:15	1:15-2:05	2:10-3:00
ELA	Homeroom	Specials	7B	7A	7C	8B	Lunch	Study Hall	8A	8C
History	Homeroom	Specials	7C	7B	7A	8C	Lunch	Study Hall	8B	8A
Read 180	Homeroom	Specials	7A*	7C	7B	8A*	Lunch	Study Hall	8C	8B
Math	Homeroom	Specials	8B	8A	8C	7B	Lunch	Study Hall	7A	7C
Science	Homeroom	Specials	8C	8B	8A	7C	Lunch	Study Hall	7B	7A
Spanish	Homeroom	Specials	8A	8C (Math)	8B	7A	Lunch	Study Hall	7C (Math)	7B

* Leader in me/Study Hall/Reading Buddies

1 2 3 4 5 6 7 8

Tuesdays and Thursdays

	7:45-8:00	8:00-9:00	9:00-10:45	10:50-12:35	12:35-1:00	1:00-1:15	1:20-3:10
ELA	Homeroom	Specials	7B	7A	Lunch	Study Hall	7C
History	Homeroom	Specials	7C	7B	Lunch	Study Hall	7A
Read 180	Homeroom	Specials	ESE	7C	Lunch	Study Hall	7B
Amazon Class	Homeroom	Specials	7A		Lunch	Study Hall	
Math	Homeroom	Specials	8B	8A	Lunch	Study Hall	8C
Science	Homeroom	Specials	8C	8B	Lunch	Study Hall	8A
Spanish	Homeroom	Specials	8A	8C (Math)	Lunch	Study Hall	8B

Wednesdays and Fridays

	7:45-8:00	8:00-9:00	9:00-10:45	10:50-12:35	12:35-1:00	1:00-1:20	1:20-3:10
ELA	Homeroom	Specials	8B	8A	Lunch	Study Hall	8C
History	Homeroom	Specials	8C	8B	Lunch	Study Hall	8A
Read 180	Homeroom	Specials	ESE	8C	Lunch	Study Hall	8B
Amazon Class	Homeroom	Specials	8A		Lunch	Study Hall	
Math	Homeroom	Specials	7B	7A	Lunch	Study Hall	7C
Science	Homeroom	Specials	7C	7B	Lunch	Study Hall	7A
Spanish	Homeroom	Specials	7A	7C (Math)	Lunch	Study Hall	7B

Sample Annual Calendar 2023-2024

July 2023							
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	July 4 Independence Day
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

August 2023							
S	M	T	W	T	F	S	
		1	2	3	4	5	Aug 7–Aug 11 Pre-School Week
6	7	8	9	10	11	12	Aug 14 First Day with Students
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

September 2023							
S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	Sept 4 Labor Day
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

October 2023							
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	Oct 9-13 FTE (includes 6 consecutive days prior)
8	9	10	11	12	13	14	Oct 13 End of Q1
15	16	17	18	19	20	21	Oct 16 Professional Duty Day
22	23	24	25	26	27	28	
29	30	31					

November 2023							
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	Nov 10 Veterans Day Observed- No School
12	13	14	15	16	17	18	Nov 20-24 Thanksgiving Break
19	20	21	22	23	24	25	Nov 23 Thanksgiving
26	27	28	29	30			

December 2023							
S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	Dec 21 Early Dismissal Day (End of Q2)
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	Dec 22-Jan 5 Winter Break
24	25	26	27	28	29	30	Dec 25 Christmas Day
31							

January 2024							
S	M	T	W	T	F	S	Dec 25-Jan 5 Winter Break
	1	2	3	4	5	6	Jan 1 New Year's Day
7	8	9	10	11	12	13	Jan 8 Students Return
14	15	16	17	18	19	20	Jan 9 Q3 begins
21	22	23	24	25	26	27	Jan 15 Martin Luther King Jr. Day
28	29	30	31				

February 2024							
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	Feb 5-9 FTE (includes 6 consecutive days prior)
11	12	13	14	15	16	17	Feb 12- Professional Duty Day
18	19	20	21	22	23	24	Feb 19 Presidents' Day
25	26	27	28	29			

March 2024							
S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	Mar 14 End of Q3
10	11	12	13	14	15	16	Mar 15 Early Dismissal Day
17	18	19	20	21	22	23	Mar 18-22 Spring Break
24	25	26	27	28	29	30	Mar 29 Good Friday
31							Mar 31 Easter Sunday

April 2024							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	Apr 1 Easter Monday
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

May 2024							
S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	May 27 Memorial Day
19	20	21	22	23	24	25	
26	27	28	29	30	31		May 31 Last Day for Students/Early Dismissal

June 2024							
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	Jun 19 Juneteenth
23	24	25	26	27	28	29	
30							

Holiday- No School

Pre-School Week

PD Day- No School for Students

First and Last Student Day

Early Dismissal Day

ATTACHMENT C

Sample curriculum scope and sequence

READING WORKSHOP

SCOPE AND SEQUENCE	K	1	2	3	4	5
FOUNDATIONAL SKILLS						
Print Concepts						
Hold a book upright and turn from page to page	•	•				
Track print from left to right, top to bottom of a page, and from front to back of a book	•	•				
Know uppercase and lowercase letters	•	•				
Understand that words are separated by spaces	•	•				
Identify the correspondence between oral words and printed words	•	•				
Show awareness of information in different parts of a book	•	•				
Recognize the upper- and lowercase letters of the alphabet	•	•				
Alphabetize to the first or second letter		•	•			
Phonological Awareness						
Recognize and produce rhyming words	•	•	•			
Count syllables in spoken words	•	•				
Segment and blend syllables in words	•	•				
Segment and blend onset and rime	•	•				
Identify the same and different initial sounds in words	•	•				
Identify the same and different ending sounds in words	•	•				
Identify the same and different medial sounds in words	•	•				
Isolate the initial, medial, or ending sounds in words	•	•				
Add or delete beginning or ending phonemes in words	•	•	•			
Segment a word or syllable into sounds	•	•				
Phonics						
Connect sounds and letters to consonants	•	•	•	•	•	•
Know sound-letter relationships and match sounds to letters	•	•	•	•	•	•
Generate sounds from letters and blend those sounds to decode	•	•	•	•	•	•
• Consonants, consonant blends, and consonant digraphs	•	•	•	•	•	•
• Short and long vowels	•	•	•	•	•	•
• *r*-controlled vowels, vowel digraphs, and other common vowel patterns	•	•	•	•	•	•
Decode multisyllabic words	•	•	•	•	•	•
Recognize common letter patterns in words and use them to decode syllables (CVC, VCCV, VCV, VCCCV)	•	•	•	•	•	•
High-Frequency Words						
Read common high-frequency words (sight words)	•	•	•	•	•	•
Read irregularly spelled words	•	•	•	•	•	•

READING WORKSHOP

SCOPE AND SEQUENCE	K	1	2	3	4	5
Word Structure and Knowledge						
Use a dictionary to find words, determine word origin, syllabication, and pronunciation	•	•	•	•		
Recognize and know the meaning of common prefixes and suffixes		•	•	•	•	•
Recognize and know common inflectional endings (*-s, -es, -er, -est, -ed, -ing*)		•	•	•	•	•
Decode words with common suffixes (*-ly, -ful, -able, -ible, -ment, -less*)		•	•	•	•	•
Learn and recognize irregular spellings of words		•	•	•	•	•
Identify and decode compound words and contractions	•	•	•	•		
Fluency						
Read aloud with accuracy		•	•	•	•	•
Read aloud with appropriate pace and expression		•	•	•	•	•
Read aloud with prosody (stress, intonation)		•	•	•	•	•
Read aloud grade-level poetry and prose with fluency, accuracy, and comprehension		•	•	•	•	•
READING COMPREHENSION						
Genre Characteristics						
Identify and understand types of fiction (e.g., historical, realistic, traditional)	•	•	•	•	•	•
Identify and understand types of informational texts (e.g., science, social studies, technical)	•	•	•	•	•	•
Identify and understand characteristics of informational text (e.g., headings, illustrations, maps, captions, tables, sidebars)	•	•	•	•	•	•
Identify and understand structures of informational texts (e.g., cause and effect, problem and solution, compare and contrast)	•	•	•	•	•	•
Identify and understand characteristics of opinion writing or persuasive texts (facts, opinions, claim, supporting evidence, counterclaim)	•	•	•	•	•	•
Identify and understand characteristics of poetry and drama	•	•	•	•	•	•
Identify and understand characteristics of digital and multimodal texts	•	•	•	•	•	•
Identify the audience of a text					•	•
Key Ideas and Details						
Ask and answer questions about what is read	•	•	•	•	•	•
Identify details to help determine key ideas and themes	•	•	•	•	•	•
Use text evidence to support a response	•	•	•	•	•	•
Retell and paraphrase text	•	•	•	•	•	•
Make inferences or draw conclusions about a text, character, or theme	•	•	•	•	•	•
Set a purpose for reading	•	•	•	•	•	•
Make predictions	•	•	•	•	•	•

READING WORKSHOP

SCOPE AND SEQUENCE	K	1	2	3	4	5
Analysis						
Evaluate details to determine the main idea	•	•	•	•	•	•
Retell, paraphrase, or summarize a text	•	•	•	•	•	•
Make connections (to a text, to other texts, to personal experiences, to society)	•	•	•	•	•	•
Identify cause and effect				•	•	•
Compare and contrast details and information	•	•	•	•	•	•
Recognize facts and opinions				•	•	•
Confirm or correct predictions	•	•	•	•	•	•
Create mental images to build understanding of a text	•	•	•	•	•	•
Monitor comprehension and make adjustments to improve understanding		•	•	•	•	•
Describe the relationships between ideas, events, characters, people	•	•	•	•	•	•
Explain the effect of various elements of poetry (rhyme, imagery, line breaks, stanzas)			•	•	•	•
Analyze elements of fiction and drama (characters, setting, plot, dialogue, theme)	•	•	•	•	•	•
Identify and analyze the parts of a plot (rising action, conflict, falling action, resolution)	•	•	•	•	•	•
Identify the use of literary elements and devices (e.g., alliteration, hyperbole, imagery, symbolism)			•	•	•	•
Synthesize information to create a new understanding	•	•	•	•	•	•
Distinguish and analyze author's point of view	•	•	•	•	•	•
Determine the meaning of specific words or phrases used in a text	•	•	•	•	•	•
Recognize the characteristics of persuasive or argumentative text		•	•	•	•	•
Analyze graphic elements and features (e.g., illustrations, diagrams, graphs, maps)	•	•	•	•	•	•
Response to Sources						
Reflect on reading and respond by speaking or writing	•	•	•	•	•	•
Use text or text evidence to write about what is read	•	•	•	•	•	•
Interact with sources in meaningful ways	•	•	•	•	•	•
Make connections to personal experiences, ideas in other texts, society	•	•	•	•	•	•
Comparison Across Texts						
Compare two or more texts	•	•	•	•	•	•
Compare two or more genres	•	•	•	•	•	•
Compare two or more authors	•	•	•	•	•	•
Appreciate texts across a broad range of genres	•	•	•	•	•	•

	SCOPE AND SEQUENCE	K	1	2	3	4	5
READING WORKSHOP	**Independent and Self-Selected Reading**						
	Read independently for an extended period of time	•	•	•	•	•	•
	Self-select texts for independent reading	•	•	•	•	•	•
	Oral Language						
	Work collaboratively with others	•	•	•	•	•	•
	Listen actively, ask relevant questions, and make pertinent comments	•	•	•	•	•	•
	Express an opinion supported by reasons	•	•	•	•	•	•
	Use eye contact and speak with appropriate rate and volume	•	•	•	•	•	•
	Follow or restate oral directions				•	•	•
	Develop social communication skills, such as conversing politely	•	•	•	•	•	•
	Report on a topic or give a presentation using an appropriate mode of delivery	•	•	•	•	•	•
READING-WRITING WORKSHOP BRIDGE	**VOCABULARY ACQUISITION**						
	High-Frequency Words						
	Identify and read high-frequency (sight) words	•	•	•	•	•	•
	Word Study						
	Identify and learn words that name actions, directions, positions, sequences, and other categories and locations	•	•				
	Alphabetize words to the third letter			•	•		
	Identify and use context clues to learn about unfamiliar words	•	•	•	•	•	•
	Understand synonyms and antonyms			•	•	•	•
	Identify and understand the meaning of common prefixes	•	•	•	•	•	•
	Identify and understand the meaning of common suffixes	•	•	•	•	•	•
	Use knowledge of word roots, prefixes, and suffixes to determine the meaning of new words		•	•	•	•	•
	Use knowledge of word relationships to determine the meaning of new words		•	•	•	•	•
	Learn and understand common abbreviations			•	•		
	Identify and learn about compound words			•	•		
	Identify and learn homographs and homophones	•	•	•	•	•	
	Learn and understand idioms and figurative language, including word nuances (i.e., shades of meaning) and literal and nonliteral meanings of words and phrases	•	•	•	•	•	•
	Learn and understand transitions or signal words (e.g., time order, chronological order, cause-and-effect order, compare-and-contrast order)				•	•	•
	Learn about word origins and word histories						•
	Understand adages and proverbs						•

READING-WRITING WORKSHOP BRIDGE

SCOPE AND SEQUENCE	K	1	2	3	4	5
Word Learning Strategies						
Use picture cues and other graphics to help determine the meaning of new words	•	•				
Recognize and learn selection vocabulary	•	•	•	•	•	•
Use print and digital references to determine the meaning of new words	•	•	•	•	•	•
Learn academic language	•	•	•	•	•	•
Learn and understand domain-specific vocabulary and specialized vocabulary				•	•	•
Academic Language						
Learn the language of ideas used in academic discourse				•	•	•
Understand the difference between informal spoken language and the conventions of formal written language			•	•	•	•
ANALYZE AUTHOR'S CRAFT						
Analyze and describe an author's use of imagery and figurative language	•	•	•	•	•	•
Identify and analyze an author's use of simile and metaphor			•	•	•	•
Analyze an author's use of illustrations	•	•	•	•	•	•
Analyze an author's use of print and graphic features (e.g., titles, headings, charts, tables, graphs)	•	•	•	•	•	•
Analyze an author's use of text structure (e.g., time order, compare and contrast, cause and effect)	•	•	•	•	•	•
Analyze how an author's language and word choice contribute to voice		•	•	•	•	•
Analyze an author's use of point of view	•	•	•	•	•	•
Analyze and explain an author's purpose and message in a text	•	•	•	•	•	•
DEVELOP WRITER'S CRAFT						
Introduce a topic or opinion	•	•	•	•	•	•
Use a clear and coherent organization		•	•	•	•	•
Provide reasons and evidence to support a claim or opinion		•	•	•	•	•
End with a concluding or final statement		•	•	•	•	•
Use linking words and phrases (i.e., transitions) to connect and organize ideas		•	•	•	•	•
Describe experiences with facts and descriptive details in a clear sequence		•	•	•	•	•
Use dialogue and description to develop situations and characters		•	•	•	•	•
Use description to show the reaction of characters or real persons to situations and events			•	•	•	•
CONVENTIONS OF LANGUAGE						
Spelling						
Use and apply knowledge of spelling to spell grade-level words	•	•	•	•	•	•
Consult reference materials (glossaries, dictionaries) as needed to correct spelling	•	•	•	•	•	•

SCOPE AND SEQUENCE	K	1	2	3	4	5
Spelling *(cont.)*						
Use and apply knowledge of base words and affixes to spell words with inflections, prefixes, or suffixes		•	•	•	•	•
Spell words with blends, digraphs, silent letters, and unusual consonant combinations	•	•	•	•	•	•
Spell words with short vowels, long vowels, *r*-controlled vowels, the schwa sound, and other vowel combinations		•	•	•	•	•
Use knowledge of Greek and Latin roots to spell words					•	•
Use knowledge of syllable patterns (e.g., VCV, VCCV, VCCCV) to spell multisyllabic words	•	•	•	•	•	•
Spell words with irregular plurals		•	•	•	•	
Learn and spell high-frequency words	•	•	•	•	•	•
Grammar and Usage						
Learn about the parts of speech, including						
◦ nouns and pronouns	•	•	•	•	•	•
◦ adjectives and adverbs		•	•	•	•	•
◦ prepositions and prepositional phrases	•	•	•	•	•	•
◦ conjunctions, interjections, and articles		•	•	•	•	•
Use and form irregular plurals of nouns		•	•	•	•	
Use and form verb tenses with regular and irregular verbs		•	•	•	•	•
Use and form comparative and superlative forms of adjectives and adverbs				•	•	•
Use coordinating, correlative, and subordinating conjunctions			•	•	•	•
Form and use contractions			•	•		
Use an apostrophe and form singular and plural possessives		•	•	•	•	
Identify and use declarative, interrogative, exclamatory, and imperative sentences	•	•	•	•		
Identify and use simple, compound, and complex sentences		•	•	•	•	•
Write sentences with subject-verb agreement		•	•	•	•	•
Avoid common sentence errors (e.g., misused words, misplaced modifiers, double negatives, shifts in verb tense)					•	•
Capitalization and Punctuation						
Capitalize the beginnings of sentences, proper nouns and adjectives, the pronoun *I*, days of the week and months of the year, holidays	•	•	•	•	•	•
Use end punctuation with sentences (period, question mark, exclamation mark)	•	•	•	•		
Use common conventions for commas (e.g., in dates and addresses; with items in a series; in compound sentences; with greetings and closings; in dialogue)		•	•	•	•	•
Use an apostrophe to form contractions and possessives, when appropriate		•	•	•	•	

SCOPE AND SEQUENCE	K	1	2	3	4	5
Capitalization and Punctuation *(cont.)*						
Learn how and when to use quotation marks with dialogue				•	•	•
FOUNDATIONAL SKILLS FOR WRITING						
Letter Formation, Handwriting, Cursive						
Develop handwriting by printing words legibly	•	•	•			
Write legibly by leaving appropriate spaces between words		•	•	•		
Write cursive letters legibly			•	•	•	•
Ways of Writing						
Create writing in both printed and digital forms	•	•	•	•	•	•
Write regularly both short and longer products			•	•	•	•
Revise and edit drafts of writing		•	•	•	•	•
Develop keyboarding skills				•	•	•
Use technology to produce and publish writing	•	•	•	•	•	•
Use technology to interact and collaborate with others	•	•	•	•	•	•
Speaking and Listening						
Participate in discussions with partners and groups about writing	•	•	•	•	•	•
Work with a peer or group to revise and edit writing	•	•	•	•	•	•
COMPOSITION						
The Writing Process: Plan, Draft, Revise, Edit, Publish						
Prewrite and plan using a variety of strategies	•	•	•	•	•	•
Develop drafts into organized pieces of writing	•	•	•	•	•	•
Revise drafts for coherence and clarity	•	•	•	•	•	•
Edit drafts for the conventions of standard English	•	•	•	•	•	•
Publish written work for audiences	•	•	•	•	•	•
Genre Immersion: Modes and Products						
Write in a variety of modes						
• Informative or explanatory	•	•	•	•	•	•
• Narrative	•	•	•	•	•	•
• Persuasive	•	•	•	•	•	•
Write and produce a variety of forms of writing						
• Letters, thank-you notes, emails		•	•	•	•	•
• Editorials, presentations, speeches, essays, brochures	•	•	•	•	•	•
• News stories, reports, summaries, how-to articles, informational articles	•	•	•	•	•	•
• Poems, stories, plays, and other creative writing	•	•	•	•	•	•
Write in self-selected forms			•	•	•	•

WRITING WORKSHOP

	SCOPE AND SEQUENCE	K	1	2	3	4	5
ORAL LANGUAGE	**SPEAKING**						
	Retell an experience or story	•	•	•	•	•	•
	Summarize a text or experience with descriptive details and relevant facts	•	•	•	•	•	•
	Discuss politely and respectfully in groups	•	•	•	•	•	•
	Speak clearly and coherently about a topic or text	•	•	•	•	•	•
	Speak with sufficient volume and appropriate rate	•	•	•	•	•	•
	Communicate effectively while following the conventions of English	•	•	•	•	•	•
	Ask and answer questions	•	•	•	•	•	•
	Ask for and provide clarification or elaboration	•	•	•	•	•	•
	Connect ideas to those of others in a group	•	•	•	•	•	•
	Report on a topic or text		•	•	•	•	•
	Include media in an oral presentation or report			•	•	•	•
	LISTENING						
	Listen to others when working in groups or with partners	•	•	•	•	•	•
	Use active listening strategies (e.g., making eye contact, facing the speaker, asking questions)	•	•	•	•	•	•
	Work collaboratively with others by following agreed-upon rules, norms, and protocols	•	•	•	•	•	•
PROJECT-BASED INQUIRY	**COLLABORATION**						
	Engage in discussions (e.g., one-on-one, in groups, teacher-led) on collaborative projects	•	•	•	•	•	•
	Work in pairs or with partners for inquiry projects		•	•	•	•	•
	RESEARCH SKILLS AND PROCESS						
	Conduct Short Research Projects						
	Develop and follow a plan for research	•	•	•	•	•	•
	Compose correspondence that requests information		•	•	•	•	•
	Take notes on sources and organize information from notes		•	•	•	•	•
	Generate questions for formal or informal inquiry	•	•	•	•	•	•
	Use an appropriate mode of delivery to present results		•	•	•	•	•
	Paraphrase information from research sources		•	•	•	•	•
	Identify and Gather Information						
	Use primary and secondary sources for research			•	•	•	•
	Avoid plagiarism				•	•	•
	Find information for research from both print and online sources	•	•	•	•	•	•
	Cite research sources (including print and online sources) and develop a bibliography			•	•	•	•
	Review sources critically for relevance and reliability		•	•	•	•	•

	SCOPE AND SEQUENCE	K	1	2	3	4	5
	Identify and Gather Information *(cont.)*						
	Demonstrate understanding of information gathered	•	•	•	•	•	•
	Make appropriate use of media and technology	•	•	•	•	•	•
	Interact with sources in meaningful ways	•	•	•	•	•	•
ASSESSMENT	TEST PREPARATION						
	Editing						
	Edit for complete sentences (avoid sentence fragments, run-on sentences, and comma splices)				•	•	•
	Edit for capitalization (e.g., proper nouns and adjectives, first word in a sentence, pronoun *I*, days of the week, months of the year) and punctuation (periods, question marks, apostrophes, quotation marks)	•	•	•	•	•	•
	Edit for end punctuation (periods, question marks, exclamation marks) and other punctuation, including commas, apostrophes, and quotation marks, where appropriate	•	•	•			
	Edit for commas in dates, addresses, compound sentences, and quotations			•	•	•	•
	Edit to avoid spelling mistakes		•	•	•	•	•
	Edit to maintain consistent verb tense		•	•	•	•	•
	Edit to maintain subject-verb agreement		•	•	•	•	•
	Extended Writing Prompts						
	Develop a personal narrative		•	•	•	•	•
	Develop an informational or explanatory paragraph or essay		•	•	•	•	•
	Develop poetry or fiction		•	•	•	•	•
	Develop a persuasive paragraph or essay				•	•	•
	Develop correspondence		•	•	•	•	•
	Author's Craft and Structure						
	Identify the author's purpose and craft	•	•	•	•	•	•

Grade overviews



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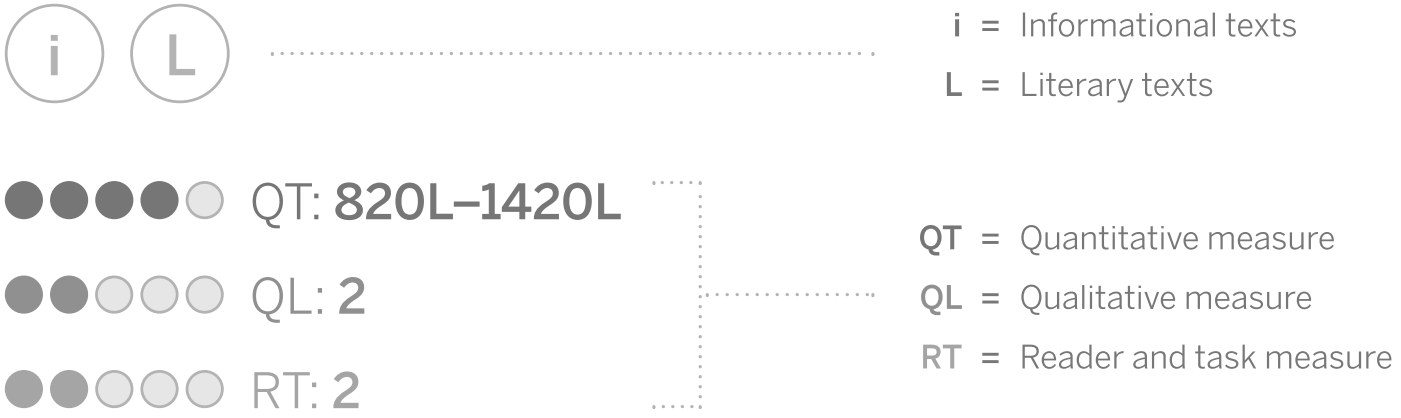
Progression of content and skills

The following grade overviews illustrate how the Amplify ELA curriculum has been carefully designed around sets and sequences of compelling texts that support deep engagement with Florida's B.E.S.T. standards. The units target what is most powerful about each text, engaging students in a variety of reading, writing, and speaking and listening activities that put the text at the center of instruction. Over the year, students explore text structures and elements across a broad range of genres—including plays, poetry, memoirs, visual documents, primary and secondary sources, and audio and video performances. Equally important, students develop a broad vocabulary and knowledge of a wide range of subject areas—from classic literature to contemporary literature; from neuroscience to key American thinkers; from modern, seminal drama to Greek mythology.



Path of text complexity

Amplify carefully selects and curates texts with the goal that all students work with increasing independence and proficiency with texts at their grade band level of complexity. To accomplish this goal, Amplify carefully considers three factors in determining the placement of texts within a grade and unit: **qualitative measures, quantitative measures,** and **reader and task considerations**.



Quantitative measure ●●●●○ QT: 820L–1420L

The **quantitative** measure in purple reflects the Lexile band, based on the Lexile scores of the range of texts within the unit. Lexile scores are based on a measurement of vocabulary word frequency and sentence complexity.

Band 1—Lexile 450–790
Band 2—Lexile 770–980
Band 3—Lexile 955–1155
Band 4—Lexile 1080–1305
Band 5—Lexile 1215–1355

Qualitative measure ●●○○○ QL: 2

The **qualitative** measure in blue reflects the texts' structural and stylistic complexity (TS); the levels of meaning (LM) or purpose (P); the clarity and complexity of language and sentences (LCC); and the knowledge demands required of the reader to understand the text (KD). At a unit level, this measure also takes into account the inter-textual complexity. The scale is from 0–5, with 5 indicating the highest level of complexity.

		Accessible ●	Moderate ●●●	Complex ●●●●●
TS	L	Organized clearly and/or chronologically; plot is linear; poetry has explicit and predictable structural elements	Prose includes multiple storylines or a plot that is somewhat difficult to predict; poetry has some implicit or unpredictable structural elements	Includes more intricate elements such as subplots, shifts in point-of-view or time, or non-standard text structures
	i	Connections are explicit and clear; organization is linear; text features help readers but are not essential to understanding	Connections are implicit or subtle; organization is generally evident and sequential; text features help facilitate comprehension	Connections are often implicit, subtle, or ambiguous; organization exhibits discipline-specific traits; any text features are essential to comprehension
LCC		Language is explicit and literal, with mostly familiar vocabulary; mostly simple sentences	Language is often explicit and literal but includes some academic, archaic, or words with complex meaning; some complex sentences with subordinate phrases or clauses	Abstract, ironic, and/or figurative language; archaic and academic vocabulary and domain- specific words; complex sentences with subordinate phrases and clauses
KD		The text explores a single theme; the subject matter relies on little or no discipline-specific knowledge; any references or allusions are fully explained in the text	The text explores several themes; the subject matter involves some discipline-specific knowledge; some references or allusions; the meaning of references or allusions are partially explained	Text explores complex or abstract themes; the subject matter relies on discipline-specific knowledge; text is dependent on allusions or references that require inference and evaluation
LM		One level of meaning; theme is obvious and revealed early in the text	Multiple levels of meaning that are relatively easy to identify; theme is clear but may be conveyed with some subtlety	Multiple levels of meaning that may be difficult to identify and interpret; theme is implicit, subtle, or ambiguous and may be revealed over the entirety of the text
P		Primary purpose is narrowly focused, and explicitly stated; the text has a singular perspective	Primary purpose is not explicit but is easily inferred; the text may include multiple perspectives	Text contains multiple purposes, and the primary purpose is subtle, intricate, and/or abstract

Reader and task measure ●●○○○ RL: 2

The **reader and task measure** in green considers the complexity of the tasks that accompany the texts and the demands that these tasks place on readers. In determining this measure, Amplify considers the placement of texts within a unit, grade, or program; the knowledge demands and the supports put in place to scaffold this knowledge; the complexity of the key tasks and sequence of steps leading up to those tasks.

Accessible ●

Tasks and activities are typically straightforward or highly engaging; do not require abstract inferencing; or substantial external knowledge or experience.

Moderate ●●●

Tasks and activities may contain some complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.

Complex ●●●●●

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; and draw on the knowledge they have built throughout Amplify. Areas of high complexity balanced by scaffolds and engaging activities.

A variety of genres

The Amplify units expose students to a wide variety of text genres and types, identified in this document with the following abbreviations:

LITERATURE	INFORMATIONAL
L/S - Story	I/LN - Literary Nonfiction
L/D - Drama	I/H - Historical
L/P - Poetry	I/S&T - Scientific and Technical

Florida sample texts are highlighted throughout in orange type.



Grade 6 units

6A: Dahl & Narrative



Reading with the B.E.S.T. Benchmark Modules

- Structure
- Central Idea
- Figurative Language

(i) QT: **790L–1090L**
QL: **2**
RT: **2**

BIG IDEA
The power of first-person memoir to capture the experiences and emotions of childhood

READING
Observe how an author creates a character

WRITING
Focus on a moment in the text and develop a unique perspective about it

ACTIVITY HIGHLIGHTS
Respond with constructive comments to peers' writing

TEXT FEATURES
Memoir with vivid descriptions and 20th-century British slang

6B: Mysteries & Investigations



Reading with the B.E.S.T. Benchmark Modules

- Argument
- Paraphrasing and Summarizing
- Structure
- Central Idea
- Purpose and Perspective

(i) QT: **750L–1320L**
QL: **3**
(L) RT: **3**

BIG IDEA
Investigators' approaches to medical and criminal mysteries

READING
Assess the credibility of evidence used to support conclusions

WRITING
Explain which trait is most useful to problem-solving investigators

ACTIVITY HIGHLIGHTS
Evidence evaluation app: Evaluate the evidence that supports or refutes three competing scientific theories

Role-play: Assume the identity of a medical experiment volunteer and debate the ethics of human subjects

Detective apps: Use the Caught Red-Handed and Scene of the Crime apps to investigate clues and draw conclusions alongside Sherlock Holmes

TEXT FEATURES
Detective stories, inductive reasoning, narrative nonfiction of scientific discoveries

6C: The Chocolate Collection



Reading with the B.E.S.T. Benchmark Modules

- Poetry
- Purpose and Perspective
- Understanding Rhetoric
- Argument
- Comparative Reading

(i) QT: **860L–1540L**
QL: **4**
(L) RT: **4**

BIG IDEA
Facts and stories of chocolate through the ages and across cultures

READING
Identify and compare various authors' purposes and perspectives

WRITING
Synthesize information from several sources to develop an argument

ACTIVITY HIGHLIGHTS
Independent research: Construct research questions and explore reliable and valid sources online

Debate: Use rhetorical appeals to argue for or against including chocolate in school lunches

Multimedia presentation: Create an interactive timeline to illustrate research findings

TEXT FEATURES
Primary and secondary source materials, varied topics and perspectives

6D: The Greeks



Reading with the B.E.S.T. Benchmark Modules

- Theme
- Perspective and Point of View
- Understanding Rhetoric
- Literary Elements

L
- QT: **610L–1140L**
- QL: **4**
- RT: **3**

BIG IDEA
Humans vs. gods in Ancient Greece

READING
Analyze the connections between symbols, characters, and themes in mythology

WRITING
Write about the development of a shared theme in two texts

ACTIVITY HIGHLIGHTS
Quest: Explore the world of Olympian gods and meet the characters of Greek mythology

Performance: Interpret the text by acting out scenes from Greek myths

Myths in your own words: Re-imagine Greek myths by changing point of view, chronology, or key details

TEXT FEATURES
Modern prose retellings of myths and translation of ancient narrative poem

6E: Summer of the Mariposas



Reading with the B.E.S.T. Benchmark Modules

- Comparative Reading
- Literary Elements
- Theme
- Perspective and Point of View
- Figurative Language

i
- QT: **840L–1300L**
- QL: **3**

L
- RT: **4**

BIG IDEA
The hero's journey through Aztec mythology

READING
Trace a character's arc from the beginning of a novel to the end

WRITING
Analyze how character traits assist a heroic character on their journey

ACTIVITY HIGHLIGHTS
Hero's journey map: Complete your own map of the hero's journey in *Summer of the Mariposas*

Aztec Lotería cards: Research Aztec mythology and use Lotería-inspired templates to present key figures

Meet the author: Watch and discuss videos of Guadalupe Garcia McCall, author of *Summer of the Mariposas*

TEXT FEATURES
Latinx YA novel incorporating magical realism, Aztec mythology, hero's journey

6F: The *Titanic* Collection



Reading with the B.E.S.T. Benchmark Modules

- Purpose and Perspective
- Comparative Reading
- Paraphrase and Summarize

i
- QT: **800L-1620L**

L
- QL: **4**
- RT: **4**

BIG IDEA
The lives and experiences of the *Titanic* passengers

READING
Compare and contrast perspectives on a single event

WRITING
Develop a question, conduct research, and create a multimedia project

ACTIVITY HIGHLIGHTS
Role-play: Assume the identity of an actual *Titanic* passenger, then research their experience and write a letter from their point of view

Socratic seminar: Engage in student-led discussions about research topics

Multimedia presentation: Create social media passenger profiles and share insights with the class

TEXT FEATURES
Compelling artifacts from voyage, including menus, journals, letters, photographs

1391

Grade 7 units

7A: *Red Scarf Girl* & Narrative



Reading with the B.E.S.T. Benchmark Modules

- Central Idea
- Purpose and Perspective
- Structure

(i) ●●●○○ QT: **780L–1130L**
●●●○○ QL: **3**
●●○○○ RT: **2**

BIG IDEA
The impact of social and political forces on individual experiences

READING
Examine the differences between a character's thoughts and actions

WRITING
Use revision to strengthen elaboration

ACTIVITY HIGHLIGHTS
Narrative writing: Use dialogue, details, and description to bring a moment to life

Writing workshops: Respond with constructive comments to peers' writing

Author-led discussion: Watch videos of Ji-li Jiang, author of *Red Scarf Girl*, and discuss the role of propaganda in her world

TEXT FEATURES
Memoir of the Chinese Cultural Revolution, historical propaganda images

7B: Character & Conflict



Reading with the B.E.S.T. Benchmark Modules

- Literary Elements
- Theme
- Figurative Language
- Understanding Rhetoric
- Perspective and Point of View

(i) ●●●●● QT: **870L–1400L**
●●●○○ QL: **3**
(L) ●●●○○ RT: **3**

BIG IDEA
The impact of societal restrictions and racism on individual dreams and family dynamics

READING
Analyze a character's unconscious motivations

WRITING
Make thematic connections across genres

ACTIVITY HIGHLIGHTS
Performance: Interpret text details by acting out scenes from *A Raisin in the Sun*

Integrate media formats: Compare and contrast film versions of a play with the original script

Quest: Explore the world of mid-20th century Chicago through photographs, speeches, and documents

TEXT FEATURES
Memoir, poetry, mid-20th-century drama about a Black family

7C: Brain Science



Reading with the B.E.S.T. Benchmark Modules

- Argument
- Paraphrasing and Summarizing
- Comparative Reading
- Central Idea
- Purpose and Perspective

(i) ●●●●● QT: **970L–1460L**
●●●●○ QL: **4**
●●●●○ RT: **4**

BIG IDEA
Brain development and brain disorders

READING
Synthesize central ideas developed throughout text sections and across text features

WRITING
Describe facts, explain concepts, and use logical reasoning to support claims

ACTIVITY HIGHLIGHTS
Perception Academy Quest, discussions to refine conceptual understanding

TEXT FEATURES
Narrative and informational nonfiction about discoveries in brain science

7D: Poetry & Poe



Reading with the B.E.S.T. Benchmark Modules

- Perspective and Point of View
- Literary Elements
- Theme
- Poetry
- Understanding Rhetoric

L
- ●●●●● QT: **580L–1530L**
- ●●●●○ QL: **4**
- ●●●○○ RT: **3**

BIG IDEA
Visual storytelling and the art of suspense

READING
Analyze the influence of unreliable narrators

WRITING
Compare and contrast characters' perspectives

ACTIVITY HIGHLIGHTS
Storyboard app: Use a digital storyboard to visualize different perspectives in "The Tell-Tale Heart"

Debate: Apply a legal definition and argue a narrator's sanity

Integrate media formats: Write a movie review that compares and contrasts an animated adaptation with the original text

TEXT FEATURES
American poetry and Gothic literature with unreliable narrators

7E: The Frida & Diego Collection



Reading with the B.E.S.T. Benchmark Modules

- Poetry
- Figurative Language
- Comparative Reading
- Paraphrasing and Summarizing

i
- ●●●●● QT: **910L–1430L**

L
- ●●●●● QL: **5**
- ●●●●○ RT: **4**

BIG IDEA
Art as personal, cultural, and political expression

READING
Analyze how figurative language conveys an author's tone and perspective

WRITING
Synthesize information from several sources to develop an argument

ACTIVITY HIGHLIGHTS
Creative writing: Compare Frida and Diego's writing to a Shakespearean sonnet and create your own

Socratic seminar: Engage in student-led discussions about research topics

Multimedia presentation: Create a digital collage to present individual insights to the class

TEXT FEATURES
Paintings, memoirs, articles, letters portraying unconventional artists

7F: The Gold Rush Collection



Reading with the B.E.S.T. Benchmark Modules

- Structure
- Argument
- Comparative Reading

i
- ●●●●● QT: **1020L–1600L**

L
- ●●●●○ QL: **4**
- ●●●●○ RT: **4**

BIG IDEA
The diverse characters and disparate conditions of the California Gold Rush

READING
Compare and contrast how authors with differing perspectives address related topics

WRITING
Develop a question, conduct research, and create a multimedia project

ACTIVITY HIGHLIGHTS
Role-play: Assume the identity of a gold rush participant and write a diary from their point of view

Develop information literacy: Evaluate the reliability and credibility of online informational sources

Multimedia presentation: Create an interactive timeline to illustrate research findings

TEXT FEATURES
Primary and secondary source documents, poems, lyrics, maps, and images

Grade 8 units

8A: Perspectives & Narrative



Reading with the B.E.S.T. Benchmark Modules

- Purpose and Perspective
- Central Idea

i ●●●●○ QT: **890L–1120L**
●●●○○ QL: **3**
●●●○○ RT: **3**

BIG IDEA
Making sense of individual, cultural, and familial identity within conflicting forces of society

READING
Notice the impact of author's craft and structure

WRITING
Write a narrative about a childhood memory

ACTIVITY HIGHLIGHTS
Narrative writing: Use dialogue, details, and description to bring a childhood memory to life

Writing workshops: Practice narrative writing techniques modeled in mentor texts and respond with constructive comments to peers' writing

Meet the author: Watch and discuss videos of Kaitlyn Greenidge, author of "My Mother's Garden"

TEXT FEATURES
WWII memoir, contemporary coming-of-age narratives, issues of equity

8B: Liberty & Equality



Reading with the B.E.S.T. Benchmark Modules

- Purpose and Perspective
- Argument
- Figurative Language
- Paraphrasing and Summarizing
- Understanding Rhetoric

i ●●●●● QT: **880L–1500L**
●●●●● QL: **5**
L ●●●●○ RT: **4**

BIG IDEA
The meaning of "all men are created equal"

READING
Evaluate how an author builds an argument and uses rhetoric in a narrative text

WRITING
Analyze how authors use language to make a case for liberty and equality

ACTIVITY HIGHLIGHTS
Integrate media formats: Analyze Chadwick Boseman's performance of the opening of Douglass's narrative

Speech writing: Use mentor texts to prepare and deliver an abolitionist speech at an Anti-Slavery Fair

Quest: Explore personal testimonies, songs, photographs, and other Emancipation-era documents

TEXT FEATURES
19th-century language and syntax, slave narratives, and political rhetoric

8C: Science & Science Fiction



Reading with the B.E.S.T. Benchmark Modules

- Literary Elements
- Theme
- Perspective and Point of View
- Poetry
- Comparative Reading
- Structure

i ●●●●● QT: **570L–1540L**
●●●●○ QL: **4**
L ●●●●○ RT: **4**

BIG IDEA
Creators vs. creations

READING
Analyze an author's use of universal themes and archetypes

WRITING
Argue opposing claims about a character and resolve the contradiction

ACTIVITY HIGHLIGHTS
The creature in your own words: Draw on graphic novel illustrations to tell the story from the creature's point of view

Archetype analysis: Compare and contrast passages from *Frankenstein* with excerpts from Genesis and "Prometheus"

Debate: Argue central questions about whether the creature deserves a mate and which character deserves more sympathy

TEXT FEATURES
Gothic text in graphic form, archaic language, biblical and mythological allusions

8D: Shakespeare's Romeo & Juliet



Reading with the B.E.S.T. Benchmark Modules

- Theme
- Perspective and Point of View
- Poetry
- Figurative Language
- Paraphrasing and Summarizing

L
○○○○○ QT: **N/A**
●●●●● QL: **5**
●●●○○ RT: **3**

BIG IDEA
The forces of love vs. the forces of hate

READING
Paraphrase Shakespearean English and trace extended metaphors

WRITING
Choose between contradictory positions and argue with evidence

ACTIVITY HIGHLIGHTS
Recite Shakespeare: Memorize and perform the Prologue to *Romeo and Juliet*

Extend the metaphor: Analyze Shakespeare's use of figurative language and create new metaphors for Romeo to praise Juliet

Integrate media formats: Compare and contrast film versions of a play with the original script

TEXT FEATURES
Drama with Elizabethan language and structures, inverted syntax, extensive figurative language

8E: Holocaust: Memory & Meaning



Reading with the B.E.S.T. Benchmark Modules

- Literary Elements
- Argument
- Understanding Rhetoric
- Structure

i
●●●●○ QT: **800–1200L**
●●●●○ QL: **4**
L
●●●●● RT: **5**

BIG IDEA
The influences of and responses to the Holocaust

READING
Synthesize multiple accounts to develop understanding and empathy

WRITING
Analyze the impact of propaganda and explain the response to unfolding events

ACTIVITY HIGHLIGHTS
Remembrance poems: Read and write poems on the theme of remembrance

Propaganda analysis: Analyze anti-Semitic propaganda and other techniques that Nazis used to turn Germany against its Jewish citizens

Meet the author: Use video interviews with survivor Irene Butter to reflect on what we can learn from the Holocaust

TEXT FEATURES
Poems, articles, memoirs, graphic novel, portrayals of sensitive content

8F: The Space Race Collection



Reading with the B.E.S.T. Benchmark Modules

- Central Idea
- Paraphrasing and Summarizing

i
●●●●● QT: **870L–1490L**
●●●●● QL: **5**
L
●●●●○ RT: **4**

BIG IDEA
The successes and sacrifices of space exploration

READING
Integrate information from a variety of sources and perspectives to develop a nuanced understanding of complex topics

WRITING
Develop a question, conduct research, and create a multimedia project

ACTIVITY HIGHLIGHTS
Develop information literacy: Evaluate the reliability and credibility of online informational sources

Role-play: Research an astronaut or cosmonaut and write blogs from their point of view

Socratic seminar: Engage in student-led discussions about research topics

TEXT FEATURES
Primary and secondary source documents, speeches, and images

Grade 6 curriculum map

6A: Dahl & Narrative



Unit summary

Students begin with narrative writing to quickly boost their writing production, learn the foundational skill of Focus, and become comfortable with key classroom habits and routines they will use all year. Equally important, teachers use this focus on narrative to establish a strong, targeted feedback cycle and to create a vibrant classroom community of readers and writers where diverse experiences and perspectives are at the center of instruction. Students then apply their new observational skills to lively readings from Roald Dahl's memoir, *Boy: Tales of Childhood*, and learn how to work closely with textual evidence.

Roald Dahl's 1984 memoir describes a childhood filled with contrasts of love and cruelty, mischief and suffering, humor and anguish. All the sensitivity, bravado, and drama of childhood are present, conveyed in the adult Dahl's compact, powerful prose, brimming with sensory detail. Lessons target Dahl's ability to describe a complexity of emotions over the arc of one's experiences and emphasize Dahl's use of language and structure to convey his central ideas. At the end of the unit, students write an essay arguing whether the boys or the adults cause more trouble in the book.

Reading with the B.E.S.T. Benchmark Modules

- Structure
- Central Idea
- Figurative Language

QT: **790L-1090L** ●●●○○

QL: **2** ●●○○○

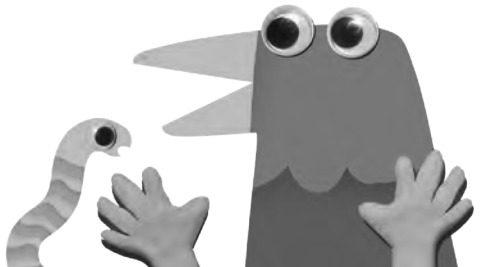
RT: **2** ●●○○○

Rationale(s) for QL

- The subject matter relies on little discipline knowledge and/or is fully explained
- Language includes some complex words or usage and/or sentence complexity

Rationale(s) for RT

- Tasks and activities may contain some complexity, balanced with engaging topics



Sub-units and # of lessons

Core lessons

- SU1: Welcome! (1 lesson)
- SU2: Get Started (10 lessons)
- SU3: *Boy: Tales of Childhood* by Roald Dahl (12 lessons)

Summative assessments

- SU4: Write an Essay: Argumentative (4 lessons)
- Dahl & Narrative Unit Reading Assessment

Essay prompt

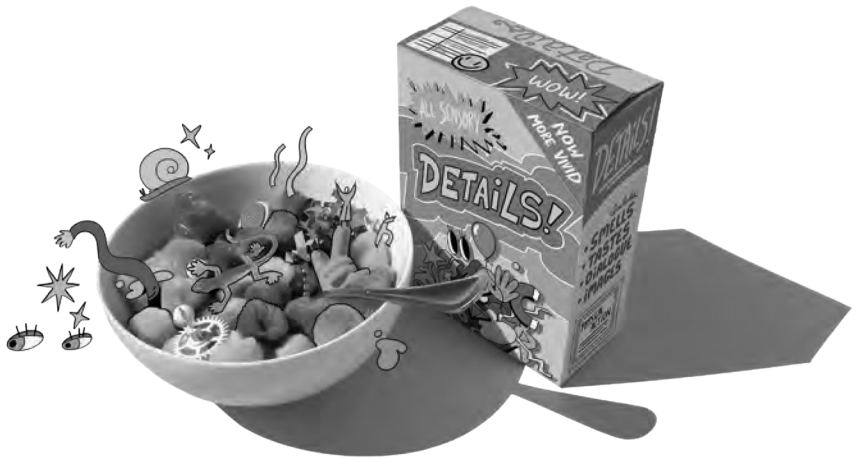
Who does Dahl describe as causing more trouble: the boys or the adults? Use details from one moment in the book to show who is really causing more trouble.

Vocabulary Module

Context Clues

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.R.2.1
- ELA.6.R.2.2
- ELA.6.R.2.3
- ELA.6.R.3.1
- ELA.6.C.1.2
- ELA.6.C.1.3
- ELA.6.C.1.4
- ELA.6.C.1.5
- ELA.6.C.2.1
- ELA.6.C.3.1
- ELA.6.V.1.3



Texts in the unit

Core texts

- *Boy: Tales of Childhood* by Roald Dahl I/LN, 1090L
- *Lincoln: a Photobiography* by Russell Freedman I/H, 1040L
- Harriet Tubman: *Conductor on the Underground Railroad* by Ann Petry I/H, 790L
- *Treasure Island* by Robert Louis Stevenson L/S, 1070L

Extra texts

- Excerpt from *The Adventures of Tom Sawyer* by Mark Twain
- Excerpt from *Tony Hawk: Professional Skateboarder* by Tony Hawk and Sean Mortimer I/LN
- Excerpt from *The Story of My Life* by Helen Keller I/H
- Excerpt from *The Secret Garden* by Frances Hodgson Burnett L/S
- Excerpts from *Inside Out & Back Again* by Thanhha Lai L/S

6B: Mysteries & Investigations



Unit summary

Students read like an investigator to embark on a multi-genre study into the mesmerizing world of scientific and investigative sleuthing. *The Secret of the Yellow Death: A True Story of Medical Sleuthing* by Suzanne Jurmain and Sir Arthur Conan Doyle's Sherlock Holmes stories take place in the late 19th century, when medical diagnostics and criminal investigations were still evolving into scientific fields.

The lessons based on *The Secret of the Yellow Death* challenge students to grapple with clues, evidence, and scientific data to make meaning and support their own claims as Dr. Walter Reed and his team of scientific investigators collaborate with their Cuban counterparts to seek the truth about yellow fever. They explore the ethics of the team's experiments and consider how current scientists and healthworkers approach issues of public health. Students' work with tracing the evidence in *The Secret of the Yellow Death* helps them as they move on to closely read two Sherlock Holmes stories, breaking down deductive observations of a crime scene to understand how the detective breaks seemingly unsolvable mysteries wide open. In an optional performance task, students can connect their knowledge of epidemiology and the work of scientists in the time of yellow fever to a contemporary article about the novel coronavirus. At the end of the unit, students write an essay explaining which trait is most useful to problem-solving investigators.

Reading with the B.E.S.T. Benchmark Modules

- Argument
- Paraphrasing and Summarizing
- Structure
- Central Idea
- Purpose and Perspective

i L QT: **750L–1320L** QL: **3** RT: **3**

Rationale(s) for QL

- Language includes some complex words or usage and/or sentence complexity
- The subject matter requires some discipline-specific knowledge but references are largely explained

Rationale(s) for RT

- Tasks and activities may contain some complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.



Sub-units and # of lessons

Core lessons

- SU1: Fever (1 lesson)
- SU2: *The Secret of the Yellow Death: A True Story of Medical Sleuthing* by Suzanne Jurmain (15 lessons)
- SU3: "The Speckled Band" by Sir Arthur Conan Doyle (6 lessons)
- SU4: "The Red-Headed League" by Sir Arthur Conan Doyle (4 lessons)

Summative assessments

- SU5: Write an Essay: Expository (5 lessons)
- SU6: Clarify & Compare: Comparing Purposes and Perspectives (1 lesson)
  - *The Secret of the Yellow Death*
  - "Monster or Machine? A Profile of the Coronavirus at 6 Months"
- Mysteries & Investigations Unit Reading Assessment

Essay prompt

People—like scientists, detectives, and health workers—take many approaches to solving problems. They may take bold and brave action, work methodically, think carefully and logically, collaborate with others, or try new approaches.

Based on the texts you have read, what stands out to you as one important characteristic to have as a problem solver or investigator?

Include two examples of individuals demonstrating this characteristic in your response.

Vocabulary Module

Connotations and Denotations

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.R.2.1
- ELA.6.R.2.2
- ELA.6.R.2.3
- ELA.6.R.2.4
- ELA.6.R.3.2
- ELA.6.R.3.3
- ELA.6.C.1.2
- ELA.6.C.1.3
- ELA.6.C.1.4
- ELA.6.C.1.5
- ELA.6.C.3.1
- ELA.6.C.5.2
- ELA.6.V.1.1



Texts in the unit

Core texts

- *The Secret of the Yellow Death: A True Story of Medical Sleuthing* by Suzanne Jurmain I/H, 1010L
- *Fever 1793* by Laurie Halse Anderson L/S, 750L
- Letter from Mabel H. Lazear to Dr. James Carroll I/H, 1160L
- "Yellow Fever Circles Brazil's Huge Cities" by Shasta Darlington and Donald G. McNeil Jr. I/H, 1170L
- The Hippocratic Oath I/S&T, 990L
- "The Speckled Band" by Sir Arthur Conan Doyle L/S, 1090L
- "The Red-Headed League" by Sir Arthur Conan Doyle L/S, 1070L
- "Monster or Machine? A Profile of the Coronavirus at 6 Months" by Alan Burdick I/S&T, 1000L
- "Eulogy of the Dog" by George Vest I/H, 1320L
- *Lincoln: a Photobiography* by Russell Freedman I/H, 1040L
- *Incidents in the Life of a Slave Girl* by Harriet Ann Jacobs I/LN, 1140L

Extra texts

- "See It Through" by Edgar Guest L/P
- Excerpt from "Outwitting Nature's Greatest Killer" by Mark Johnson, Mark Hoffman, & Devi Shastri I/S&T
- Excerpt from "Young Goodman Brown" by Nathaniel Hawthorne L/S
- Excerpt from "A Mysterious Visit" by Mark Twain L/S

6C: The Chocolate Collection



Unit summary

In this Collection, students explore primary documents and conduct independent research to understand the diverse roles that chocolate has played in cultures around the world. These primary and secondary articles, artifacts, and images cover the 3,700-year history of chocolate and take students on an odyssey that includes ancient times in Mexico, as well as the Olmec, Mayan, and Aztec people and their cultures, through to current day issues in chocolate production, including the movement for better labor practices and reduced habitat destruction. Students build information literacy skills, learn how to craft and then answer a research question, and collaborate to draft procedures for and then conduct a Socratic seminar. They learn how to construct an evidence-based argument, and use those skills to write a short piece aimed at convincing readers that their favorite kind of chocolate is the best, debate whether or not chocolate should be included in school lunches, and draft a persuasive letter to a local candy store owner.

Throughout these activities, students learn to develop their positions by identifying and researching source documents and constructing explanations and arguments on solid, relevant evidence and information. Students also compare the rhetorical appeals used in two texts that urge readers to take action against the issues of slavery and slave-like working conditions. As students reach the end of the unit, they synthesize all of the skills they've developed to tackle a culminating research project—part essay, part interactive timeline.

Reading with the B.E.S.T. Benchmark Modules

- Poetry
- Purpose and Perspective
- Understanding Rhetoric
- Argument
- Comparative Reading

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i L QT: **860L–1540L** QL: **4** RT: **4**

Rationale(s) for QL

- Texts include multiple or intricate purposes
- Language includes some complex words or usage and/or sentence complexity
- The subject matter requires knowledge of discipline or of other texts

Rationale(s) for RT

- Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: Information Literacy (4 lessons)
- SU2: Scavenger Hunt and Internet Research (4 lessons)
- SU3: Argumentative Writing and Collection Research (4 lessons)
- SU4: Debate and Internet Research (4 lessons)

Summative assessments

- SU5: Write an Essay: Research-based Expository or Argumentative (6 lessons); Multimedia Project (2 lessons)
- SU6: Clarify & Compare: Making an Appeal (1 lesson)
  - "Is it Fair to Eat Chocolate?"
  - *Incidents in the Life of a Slave Girl*
- The Chocolate Collection Unit Reading Assessment

Essay prompt

Research Option 1: Chocolate and Slavery

When did slavery become a part of chocolate production? Is slavery still used on cacao plantations today? Write an informative essay about the history of slavery in the production of chocolate.

Research Option 2: Chocolate = Happiness...or Does It?

Can eating chocolate affect your mood? Your brain chemistry? Is it addictive? Study the scientific research on chocolate and determine what experts have found. Research the texts in the Collection and on the Internet to find the information you need. Be ready to make a claim and cite sources.

Vocabulary Module

Greek and Latin Roots

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.R.1.4
- ELA.6.R.2.3
- ELA.6.R.2.4
- ELA.6.R.3.2
- ELA.6.R.3.3
- ELA.6.R.3.4
- ELA.6.C.1.3
- ELA.6.C.1.4
- ELA.6.C.1.5
- ELA.6.C.2.1
- ELA.6.C.3.1
- ELA.6.C.4.1
- ELA.6.C.5.1
- ELA.6.C.5.2



Texts in the unit

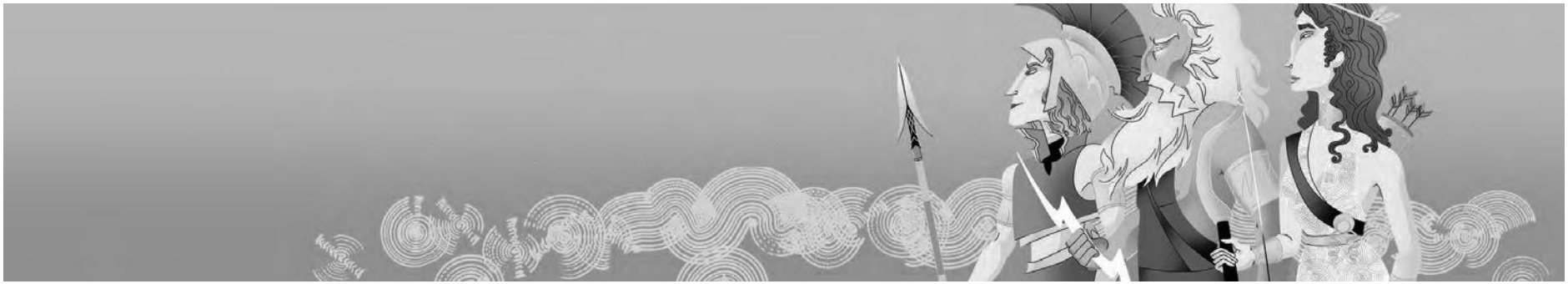
Core texts

- "Prehistoric Americans Traded Chocolate for Turquoise?" from *National Geographic News* by Christine Dell'Amore I/H, 1360L
- Letter from Lord Rothschild to Laurence Fish I/H, 1120L
- "Pilot Dropped Candy into Hearts of Berlin" by *ABC News* I/H, 1040L
- Appendix C Statement from *Labour in Portuguese West Africa* by William A. Cadbury I/H, original version: 1650L, adapted version: 1410L, paraphrased version: 1050L
- "Is It Fair to Eat Chocolate?" from *Skipping Stones* by Deborah Dunn I/LN, 1020L
- "Eat More Chocolate, Win More Nobels?" from *Associated Press* by Karl Ritter and Marilynn Marchione I/S&T, 1310L
- "Can Chocolate Be Good for My Health?" by Katherine Zeratsky, R.D., L.D. I/S&T, 1110L
- "Dark Chocolate: A Bittersweet Pill to Take" from *USA Today* by Mary Brophy Marcus I/H, 1540L
- "Chocolate" from *American Smooth* by Rita Dove L/P, Lexile n/a,
- Act I, Scene Eight from *Così fan tutte: English National Opera Guide 22* L/D, Lexile n/a,
- *Chocolat* by Joanne Harris L/S, 860L
- *The Dharma Bums* by Jack Kerouac L/S, 970L
- "The Sweet Lure of Chocolate" by Jim Spadaccini I/H, 970L
- "The Tropics" from *The Story of Chocolate* by National Confectioners Association's Chocolate Council I/S&T, 1110L
- "Good Harvest" from *All Animals* magazine/The Humane Society of the United States by Karen E. Lange I/H, 1190L
- *Incidents in the Life of a Slave Girl* by Harriet Ann Jacobs I/LN, 1140L
- "The House on the Hill" by Edwin Arlington Robinson L/P
- *Lincoln: A Photobiography* by Russell Freedman I/H, 1040L
- "Eulogy of the Dog" by George Vest I/H, 1320L

Extra texts

- Excerpt from *The Autobiography of Benjamin Franklin* by Benjamin Franklin I/H
- Excerpt from *Life on the Mississippi* by Mark Twain I/H
- Excerpt from *A History of US 10: All the People Since 1945* by Joy Hakim I/H

6D: The Greeks



Unit summary

Students closely explore and analyze three stories from Greek mythology: Prometheus, Odysseus, and Arachne. Drawing on the routines and skills established in previous units, these lessons ask students to move from considering the state of a single person—themselves or a character—to contemplating broader questions concerning the role people play in the world and the various communities they inhabit. Independent reading assignments provide students the opportunity to explore additional Greek, Roman, and Middle Eastern myths.

"Prometheus" is an excerpt from Bernard Evslin's book *Heroes, Gods and Monsters of the Greek Myths*. This myth raises a number of engaging questions about justice, responsibility, and what it means to be human. Homer's epic poem *The Odyssey* recounts the story of Odysseus as he makes his journey home from the Trojan War. These lessons challenge students to consider how character traits can be both beneficial and harmful, and what constitutes leadership. "Arachne," a poem by Ted Hughes, offers a retelling of Ovid's original tale of the weaver Arachne asserting herself in front of the more powerful Minerva. In this sub-unit, students confront the question of how humans should conduct themselves and the line between pride and arrogance. Each of these myths show characters debating big questions about human nature, and students examine the use of rhetorical appeals to defend various perspectives. Students also have the opportunity to write variations of two of these myths, showcasing their own perspectives on these themes of honor and justice. At the end of the unit, students write an essay arguing whether characters from two of these myths are destroyed by their pride.

Reading with the B.E.S.T. Benchmark Modules

- Theme
- Perspective and Point of View
- Understanding Rhetoric
- Literary Elements

L QT: **610L–1140L** QL: **4** RT: **3**

Rationale(s) for QL

- Levels of meaning and theme are multiple, ambiguous and/or revealed over the course of the text
- Language includes some complex words or usage and/or sentence complexity

Rationale(s) for RT

Tasks and activities may contain some complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.



Sub-units and # of lessons

Core lessons

- SU1: Prometheus (6 lessons)
- SU2: Odysseus (7 lessons)
- SU3: Arachne (6 lessons)

Summative assessments

- SU4: Write an Essay: Argumentative (5 lessons)
- SU5: Clarify & Compare: The Impact of Point of View (1 lesson)
  - *The Odyssey*
  - *Black Ships Before Troy*
- The Greeks Unit Reading Assessment

Quest

- *Myth World*

Essay prompt

Using two of the following characters—the humans from "Prometheus," Odysseus from *The Odyssey*, or Arachne from "Arachne"—answer the following question: Are humans destroyed by their pride? Why or why not? Use your answer to stake a claim about whether or not these characters have been destroyed by their pride. Be sure to support your claim with textual evidence.

Vocabulary Module

Synonyms and Antonyms

Spotlight Benchmarks

- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.6.R.1.1
- ELA.6.R.1.2
- ELA.6.R.1.3
- ELA.6.R.3.3
- ELA.6.R.3.4
- ELA.6.C.1.2
- ELA.6.C.1.3
- ELA.6.C.1.4
- ELA.6.C.1.5
- ELA.6.C.2.1
- ELA.6.C.3.1
- ELA.6.C.5.2



Texts in the unit

Core texts

- "Prometheus" from *Heroes, Gods and Monsters of the Greek Myths* by Bernard Evslin L/S, 870L
- "Daedalus" from *Heroes, Gods and Monsters of the Greek Myths* by Bernard Evslin L/S, 870L
- "Demeter" from *Heroes, Gods and Monsters of the Greek Myths* by Bernard Evslin L/S, 870L
- *The Odyssey* by Homer, translated by E.V. Rieu L/S, 1140L
- "Arachne" from *Selected Tales from Ovid* by Ted Hughes L/S, Lexile n/a
- *The Arabian Nights' Entertainments*, "Second Voyage," by Andrew Lang L/S, 1270L
- *Black Ships Before Troy* by Rosemary Sutcliff L/S, 1140L
- *Little Women* by Louisa May Alcott L/S, 1300L
- *A Long Walk to Water* by Linda Sue Park L/S, 610L
- *The Phantom Tollbooth* by Norton Juster L/S, 840L

Extra texts

- Excerpt from *Prometheus Bound* by Aeschylus L/S
- Excerpt from *A Wonder Book and Tanglewood Tales for Girls and Boys*, "Circe's Palace," by Nathaniel Hawthorne, L/S
- Excerpt from "The Picture Minerva Wove" by Carolyn Sherwin Bailey L/S

6E: Summer of the Mariposas



Unit summary

Students read *Summer of the Mariposas* by Guadalupe Garcia McCall, a novel that follows the journey of the Garza sisters into Mexico and back. Students dive into this retelling of *The Odyssey* through a contemporary Latinx lens as they explore sibling and extended-family relationships. Instead of the traditional portrait of an independent male hero, students follow five fully drawn sisters as they work together to take their version of the traditional hero's journey, fighting their own battles, having adventures, and navigating relationships as they journey to find themselves, each other, and their family. Using the hero's journey structure and Homer's *Odyssey* as inspiration, McCall creates a world in which Mexican folklore and Aztec legends are woven into the more realistic experiences of Odilia and her sisters.

Over the course of the unit, students consider how characters change and develop, compare McCall's retelling to episodes from Homer's *Odyssey*, contrast the sisters' fictional journey to the nonfiction account of a migrant boy's journey, and create a map of this hero's journey. Students also research Aztec mythology to create their Aztec lotería card for the classroom gallery, explore the symbolism of the mariposa and participate in fishbowl discussions to collaboratively discuss a central theme of the meaning of family. In an optional performance task, students consider the influence of narrative point of view as they compare two texts from different time periods about sister relationships. After completing the novel, students write an essay explaining what allows one of the heroes of *Summer of the Mariposas* to be successful in specific moments.

Reading with the B.E.S.T. Benchmark Modules

- Comparative Reading
- Literary Elements
- Theme
- Perspective and Point of View
- Figurative Language

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i L QT: **840L–1300L** QL: **3** RT: **4**

Rationale(s) for QL

- Levels of meanings and/or theme may be conveyed with some subtlety.
- The subject matter requires some literary/cultural knowledge but references are largely explained

Rationale(s) for RT

Tasks and activities contain nuance and complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: *Summer of the Mariposas* by Guadalupe Garcia McCall (20 lessons)

Summative assessments

- SU2: Write an Essay: Expository (5 lessons)
- SU3: Clarify & Compare: The Influence of Point of View (1 lesson)
  - *Summer of the Mariposas*
  - *Little Women*
- Summer of the Mariposas Unit Reading Assessment

Essay prompt

What is a special characteristic or source of strength for one of the Garza sisters? How does this characteristic or strength help her succeed in any two moments of her hero's journey?

Vocabulary Module

Figurative Language

Spotlight Benchmarks

- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.R.1.1
- ELA.6.R.1.2
- ELA.6.R.1.3
- ELA.6.R.3.1
- ELA.6.R.3.3
- ELA.6.C.1.3
- ELA.6.C.1.4
- ELA.6.C.1.5
- ELA.6.C.2.1
- ELA.6.C.4.1
- ELA.6.C.5.2
- ELA.6.V.1.1



Texts in the unit

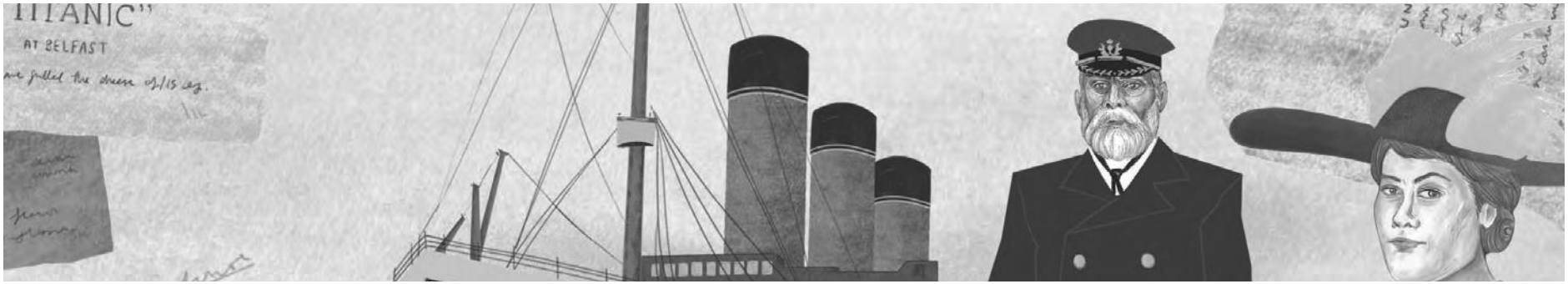
Core texts

- *Summer of the Mariposas* by Guadalupe Garcia McCall L/S, 840L
- *The Odyssey,* a graphic novel by Gareth Hinds L/S, 940L
- *The Odyssey* by Homer, translated by E.V. Rieu L/S, 1140L
- *Enrique's Journey* by Sonia Nazario I/LN, 860L
- *Little Women* by Louisa May Alcott L/S, 1300L
- *Incidents in the Life of a Slave Girl* by Harriet Ann Jacobs I/LN, 900L
- "Speech to National Council of Negro Women" by Condoleezza Rice I/H, 1010L

Extra texts

- Excerpt from "The Boy and the Bayonet" by Paul Laurence Dunbar L/S
- Excerpt from *A Wonder Book and Tanglewood Tales for Girls and Boys* by Nathaniel Hawthorne, "The Minotaur" L/S
- "Mariposa" by Edna St. Vincent Millay L/S

6F: The *Titanic* Collection



Unit summary

In this Collection, students explore documents and conduct independent research to better understand what really happened on the fateful night in 1912 when the *Titanic* sank in the North Atlantic Ocean. Students build information literacy skills and learn what information can be gleaned from research artifacts like menus from the *Titanic's* 1st, 2nd, and 3rd class dining rooms, photos and drawings of the ship itself, transcripts of the final telegraph communications, and newspaper accounts of the sinking and its aftermath. They are each assigned a passenger from the *Titanic's* manifest and consider gender and class issues as they research and write narrative accounts from the point of view of their passenger. They also participate in a Socratic seminar in which they rely on their research to examine the complicated issues inherent in the *Titanic* story.

Throughout these activities, students learn to tell the difference between primary, secondary, and tertiary sources; determine if a source is reliable; and understand the ethical uses of information. As students reach the end of the unit, they synthesize all of the skills they've developed to tackle a culminating research assignment—part essay, part multimedia project.



Reading with the B.E.S.T. Benchmark Modules

- Purpose and Perspective
- Comparative Reading
- Paraphrase and Summarize

(i) (L) QT: **800L-1620L** ●●●●● QL: **4** ●●●●○ RT: **4** ●●●●○

Rationale(s) for QL

- Text structure is generally straightforward and contains features essential to comprehension
- The subject matter requires knowledge of discipline or of other texts

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: Information Literacy (4 lessons)
- SU2: Scavenger Hunt and Internet Research (4 lessons)
- SU3: Passport and Collection Research (4 lessons)
- SU4: Socratic Seminar and Internet Research (4 lessons)

Summative assessments

- SU5: Write an Essay: Research-based Expository or Argumentative (6 lessons); Multimedia Project (2 lessons)
- The *Titanic* Collection Unit Reading Assessment

Essay prompt

Research Option 1: Who's to blame for the loss of life on the *Titanic*?

Research a list of several parties involved in the tragedy. Some options include the *Titanic*'s Captain Smith, the telegraph officers, the *Titanic*'s lookouts, the captain of the Carpathia, and the White Star Line's owners and shipbuilders.

Research Option 2: Who were the *Titanic* orphans?

Write an informative essay detailing the experience of the two young children known as the *Titanic* Orphans.

Vocabulary Module

Prefixes and Suffixes

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.6.R.2.3
- ELA.6.R.3.2
- ELA.6.R.3.3
- ELA.6.C.1.2
- ELA.6.C.1.3
- ELA.6.C.1.4
- ELA.6.C.1.5
- ELA.6.C.2.1
- ELA.6.C.3.1
- ELA.6.C.4.1
- ELA.6.C.5.1
- ELA.6.C.5.2



Texts in the unit

Core texts

- Introduction from *Sinking of the "Titanic" Most Appalling Ocean Horror* by Jay Henry Mowbray, Ph.D., LL.D I/H, original version: 1500L, adapted version: 1200L, paraphrased version: 1000L
- A Letter from Mary Lines I/H, 800L
- "Testimony of Olaus Abelseth" from United States Senate Inquiry I/H
- Chapter 7—"There Is Your Beautiful Nightdress Gone" from *A Night to Remember* by Walter Lord I/H,1120L
- Various public domain sources: Final Wireless Transmissions Aboard the RMS *Titanic* I/H
- Chapter 6—"Women and Children First!" from *Sinking of the Titanic and Great Sea Disasters* by Logan Marshall (I/H, original version: 1330L, adapted version: 1270L, paraphrased version: 960L
- Untitled Poem read at the *Titanic* Memorial Dedication in Belfast, Ireland—June 1920, anonymous L/P
- "MAY BE WAIFS' MOTHER. Mme. Navratil of Nice Believes Babies Saved from *Titanic* Are Hers." from *The New York Times* I/H, 1170L
- Discovery of the *Titanic* by *Lapham's Quarterly* editors I/H, 1170L
- "Rusticles on *Titanic* Contain New Iron-Eating Bacteria, Study Says" from *Epoch Times* by Jack Phillips I/S&T, 1350L
- "The Iceberg Was Only Part of It" from *The New York Times* by William J. Broad I/H, 1260L
- Letter from the Dock, Wharf, Riverside and General Workers' Union of Great Britain and Ireland I/H, 1620L
- *Black Ships Before Troy* by Rosemary Sutcliff L/S, 1140L

Extra texts

- "The Harvest Of The Sea (On the sinking of the 'Titanic')" by Charles Hanson Towne L/P
- Excerpt from the British Government report submitted to US Senate on April 15, 1912: "The Third-Class Passengers" I/H

Grade 6 Poetry in America



Amplify partnered with Poetry in America, whose mission is to bring poetry into classrooms and living rooms around the world, to design lessons that combine PIA's "Four Pillar" approach with Amplify's close reading pedagogy to build students' engagement and knowledge about poetry. Each three-lesson sub-unit allows students to fully explore a poet's choices around form and language, both in conversation with each other and with the poets, celebrities, academics, and citizens who appear in embedded videos discussing each poem. Students have the opportunity to try on the poet's use of language, craft, and structure in creative writing assignments tailored to the targeted poem.

In Sub-unit 1, students work with Richard Blanco's evocative poem, "Looking for The Gulf Motel," which recalls a childhood vacation with his Cuban immigrant family. Students use Blanco's discussion of the "mirror effect" to analyze his rich imagery, and end the sub-unit by taking a turn at composing their own "Gulf Motel" poems.

In Sub-unit 2, Coleman Barks's poem, "Glad," playfully juxtaposes a young girl's heroics on the soccer field with the imagery and diction of an epic, allowing students to consider how Barks's use of language and the sonnet form helps them understand the poem's commentary on the emphasis of winners and losers in modern sports.

In Sub-unit 3, students consider the personal and cultural background that African American poet Richard Hayden drew on for his iconic poem, "Those Winter Sundays," and how those influences are reflected in his language and his adaptation of the sonnet form for this poem about his father. They use his poem as an inspiration for writing their own ode to an unsung hero in their life (this sub-unit is made available across grades 6–8).

i L QL: **3** RT: **2**

Rationale(s) for QL

- Level meanings and/or theme may be conveyed with some subtlety
- The subject matter requires some literary/cultural knowledge but references are largely explained

Rationale(s) for RT

Tasks and activities may contain some complexity, balanced with engaging topics; activities do not require substantial external knowledge or experience

Poetry in America activity highlights:

Discussions with annotated guides

Explore each poet's use of sensory details, figurative language, form, and structure.

Video explorations

Watch and discuss videos where poets, celebrities, and academics share their interpretations and analyses of each poem.

Creative responses

Compose poems by experimenting with theme and mimicking each poet's style.

Core texts

- "Looking for The Gulf Motel" by Richard Blanco, L/P
- "Glad" by Coleman Barks, L/P
- "Those Winter Sundays" by Robert Hayden, L/P

Core lessons

- SU1: "Looking for the Gulf Motel" (3 lessons)
- SU2: "Glad" (3 lessons)
- SU3: "Those Winter Sundays" (3 lessons)

Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.R.1.2
- ELA.6.R.1.3
- ELA.6.R.1.4
- ELA.6.R.3.1
- ELA.6.R.3.3
- ELA.6.C.1.2



Amplify Grammar



The Amplify Florida Edition digital Grammar unit enables teachers to assign students self-guided grammar instruction and practice that will cover all standards called out in the Florida Conventions Progression Standards. Sub-units are paired by topic: one covers foundational material on the topic and one contains more advanced and "stretch" material. Middle grade teachers and students share access to the full range of topics and lessons within the Grammar unit, so teachers select the content that best meets their students' needs while exposing students to key grammar topics for the middle grades. Teachers integrate this instruction into their core instructional pathway using the Amplify Flex Days within the core units. To introduce or review topics with students, teachers use the related lessons or drills on the topic found in Amplify's *Mastering Conventions* PDFs, also available within this unit.

Core lessons

- Sub-unit 1: What Is a Complete Sentence? (8 Lessons)
- Sub-unit 2: Expanding the Complete Sentence (8 Lessons)
- Sub-unit 3: Understanding the Pronoun (5 Lessons)
- Sub-unit 4: Pronoun Usage: Agreement and Reference (5 Lessons)
- Sub-unit 5: Verb Tense (4 Lessons)
- Sub-unit 6: Verb Moods, Modals, and Voice (4 Lessons)
- Sub-unit 7: Punctuation (2 Lessons)

Printable Instructional Resources

- *Mastering Conventions One: Grammar and Punctuation*
- *Mastering Conventions Two: Grammar and Punctuation*
- *Mastering Conventions Three: Grammar and Punctuation*
- *Mastering Conventions Four: Spelling*

Benchmarks

- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.C.1.5
- ELA.6.C.3.1

Grade 6 Beginning Story Writing

Unit summary

In this unit, students get to practice their creative writing skills, learning the elements of storytelling and character development, and the importance of vivid language. Students gain a sense of ownership over their writing as they experiment with the impact of their authorial choices on sentences, word choice, character traits, and plot twist. As students consider how to use these elements to create a story, they also gain tools to help them effectively and incisively analyze a piece of literature.

Students begin with creating a character, observing and recording details, and writing about their characters in mundane situations to make them nuanced and believable. This situational setting allows students to create a secondary character for their own story and develop dialogue. After some explicit instruction about the structure of a story, students pull all their skills together to write a story and practice the most important part of creative writing—revision.

Core lessons

- Sub-unit 1: Creating a Believable Character (9 Lessons)
- Sub-unit 2: Experimenting With a Second Character (10 Lessons)
- Sub-unit 3: Writing a Short Story (5 Lessons)
- Sub-unit 7: Punctuation (2 Lessons)

Benchmarks

- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.6.C.1.2
- ELA.6.C.1.5
- ELA.6.C.3.1
- ELA.6.C.5.2

Novel Guides

Amplify ELA Florida's Novel Guides provide middle school teachers with flexible study guides for the books they most want to teach and provide students with lean, targeted instruction that follows the pedagogy in core units. The diverse selection of books in this series presents a range of genres and themes, from mystery to non-fiction and from social justice to identity and courage.

The Novel Guides—housed in the Amplify Library—are designed to be used flexibly and offer suggestions for implementation. Here are two titles that align to the grade 6 topics and skills:

6A: *Brown Girl Dreaming* by Jacqueline Woodson

As your students practice using observational details to focus and develop one narrative moment, this poetic memory offers a model of how small details convey both experience and emotion.

6E: *Inside Out & Back Again* by Thanhha Lai

As students complete *Summer of the Mariposas*, this memoir of another family's journey offers an opportunity for further discussions about family and heroic journeys.

Grade 7 curriculum map

7A: *Red Scarf Girl* & Narrative



Unit summary

Students begin with narrative writing to quickly boost their writing production and to learn the foundational skill of Focus. Teachers use this focus on narrative to establish a strong, targeted feedback cycle and to create a vibrant classroom community of readers and writers where diverse experiences and perspectives are at the center of instruction. After exploring the details of how they describe their own experiences and emotions, students pay the same kind of close attention to analyzing the details presented in the unit's core text: Ji-li Jiang's *Red Scarf Girl,* her memoir of growing up during China's Cultural Revolution.

Set against a vast landscape of dramatic events, Ji-li's story makes these society-shaking upheavals feel human-sized by tracing their impact on the experiences of an ordinary young woman. This memoir broadens student awareness of a key moment in Chinese and world history, while connecting this history to relatable themes like adolescents' relationships to authority figures and clashing family and peer loyalties. Students explore how Ji-li Jiang feels increasingly drawn in different directions by a range of conflicting forces: her desire to join the revolution and replace the corrupt old world with a pure new one; her empathy for the people who are damaged and destroyed by this cleansing; her longing to escape the shadow cast by her family's history; and her love for her family. Lessons emphasize Jiang's use of first-person narrative point of view, and narrative techniques like dialogue and detail to convey her central ideas. At the end of the unit, students write an essay tracing one way Ji-li changes over the course of her story.

Reading with the B.E.S.T. Benchmark Modules

- Central Idea
- Purpose and Perspective
- Structure

QT: **780L–1130L** ●●●○○

QL: **3** ●●●○○

RT: **2** ●●○○○

Rationale(s) for QL

- The subject matter requires some discipline-specific knowledge but references are largely explained
- Primary purpose of texts is clearly stated

Rationale(s) for RT

Tasks and activities are typically straightforward or highly engaging; activities often require inferencing; do not require substantial external knowledge or experience.

Sub-units and # of lessons

Core lessons

- SU1: Welcome! (1 lesson)
- SU2: Get Started (12 lessons)
- SU3: *Red Scarf Girl: A Memoir of the Cultural Revolution* by Ji-li Jiang (12 lessons)

Summative assessments

- SU4: Write an Essay: Expository (5 lessons)
- *Red Scarf Girl* & Narrative Unit Reading Assessment

Essay prompt

What is one way Ji-li changes over the course of her story?

Vocabulary Module

Context Clues

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.R.2.1
- ELA.7.R.2.2
- ELA.7.R.2.3
- ELA.7.C.1.2
- ELA.7.C.1.3
- ELA.7.C.1.4
- ELA.7.C.1.5
- ELA.7.C.5.2
- ELA.7.V.1.3

Texts in the unit

Core texts

- *Red Scarf Girl: A Memoir of the Cultural Revolution* by Ji-li Jiang I/LN, 780L
- *Freedom Walkers* by Russell Freedman I/H, 1130L
- "Give Me Liberty or Give Me Death" Speech by Patrick Henry I/H, 940L
- *George vs. George: The American Revolution As Seen from Both Sides* by Rosalyn Schanzer I/H, 1130L

Extra texts

- Excerpt from *A Christmas Carol* by Charles Dickens L/S
- "A Boy's Summer Song" by Paul Laurence Dunbar L/P
- Excerpt from *Colors of the Mountain* by Da Chen I/LN



7B: Character & Conflict



Unit summary

Students analyze characters' responses to conflict and examine how authors use the interactions between characters and events to develop theme and perspective. Students read "Sucker," a short story by Carson McCullers, and *A Raisin in the Sun*, a play by Lorraine Hansberry. Both texts are grounded in a nuanced, deeply compassionate understanding of how families facing hardships can both support and inflict harm on each other, and both provide students with rich opportunities to observe the growth and change of characters whose motivations are often hidden, even from themselves. In addition, the complexity of the characters and dynamics in Lorraine Hansberry's groundbreaking play allows students multiple ways to discuss and analyze issues of individual and cultural identity, familial obligations, and differing notions of success; all through the eyes of family members who pull together in spite of the challenges society places upon them and their own distinct aspirations.

Throughout the unit, students focus on what motivates and challenges different characters, trace literary elements and themes, and analyze how characters use figurative language and rhetorical appeals to convince others of their perspectives. Students also compare the characters' experiences in Lorraine Hansberry's play to Langston Hughes's poem, "Harlem," and an excerpt from Hansberry's memoir, *To Be Young, Gifted and Black*. In an optional performance task, students compare and contrast how two authors wrote about the civil rights movement in the early 1960s. Finally, the immersive Quest—*Black, White and Blues in Chicago*—allows students to explore the lives and characters from *A Raisin in the Sun*, while gaining a deeper knowledge of African American history with an emphasis on Civil Rights Era thinkers and ideas.

Reading with the B.E.S.T. Benchmark Modules

- Literary Elements
- Theme
- Figurative Language
- Understanding Rhetoric
- Perspective and Point of View

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i L QT: **870L–1400L** QL: **3** RT: **3**

Rationale(s) for QL

- Levels of meanings and/or theme may be conveyed with some subtlety
- The subject matter requires some literary/cultural knowledge but references are largely explained

Rationale(s) for RT

Tasks and activities contain nuance and complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: "Sucker" by Carson McCullers (5 lessons)
- SU2: *A Raisin in the Sun* by Lorraine Hansberry (16 lessons)
- SU3: Dreams Deferred (2 lessons)

Summative assessments

- SU4: Write an Essay: Expository (5 lessons)
- SU5: Clarify & Compare: Achieving Purpose with Diction and Syntax (1 lesson)
  - *To Be Young, Gifted and Black*
  - President Johnson's Address to Congress, 1963
- Character & Conflict Unit Reading Assessment

Essay prompt

Describe one way your character changes from the beginning to the end of the play.

Vocabulary Module

Connotations and Denotations

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.R.1.1
- ELA.7.R.1.2
- ELA.7.R.1.3
- ELA.7.R.2.3
- ELA.7.R.3.1
- ELA.7.R.3.3
- ELA.7.R.3.4
- ELA.7.C.1.3
- ELA.7.C.1.4
- ELA.7.C.1.5
- ELA.7.C.2.1
- ELA.7.C.3.1
- ELA.7.C.5.2
- ELA.7.V.1.1
- ELA.7.V.1.3

Texts in the unit

Core texts

- "Sucker" by Carson McCullers L/S, 870L
- *A Raisin in the Sun* by Lorraine Hansberry L/D
- "Harlem" by Langston Hughes L/P
- *To Be Young, Gifted and Black: An Informal Autobiography* by Lorraine Hansberry I/LN, 1400L
- Address Before a Joint Session of the Congress, November 27, 1963 by Lyndon Baines Johnson I/LN, 1190L
- *The Prince and the Pauper* by Mark Twain L/S, 1160L
- "Sonnet 18" by William Shakespeare L/P
- *The Count of Monte Cristo* by Alexandre Dumas L/S, 1080L
- *Narrative of the Life of Frederick Douglass, an American Slave* by Frederick Douglass I/LN, 1060L
- "The Eyes Have It" by Philip K. Dick L/S, 580L

Extra texts

- Excerpt from "The Gift of the Magi" by O. Henry L/S
- "Mother to Son" by Langston Hughes L/P
- "Dreams" by Langston Hughes L/P



7C: Brain Science



Unit summary

Students explore a series of narrative nonfiction and informational texts that expose the intricate workings of the brain, challenge their concept of what it means to be human, and allow them to consider how their own growing brains are impacted by daily experiences. This unit supports students as they build awareness of their unique cognitive strengths and challenges, and of the ways in which they can exert control over their own learning.

Lessons emphasize the analysis of informational text structures and scientific arguments. In *Phineas Gage: A Gruesome but True Story About Brain Science*, students trace the immediate and long term impact of Phineas's extraordinary brain injury, the remarkable efforts of doctors and scientists to learn from his survival, and the early understanding of brain structure and function that grew from that knowledge. Through readings from *Inventing Ourselves: The Secret Life of the Teenage Brain*, students add information to their working model of the brain and consider whether and how adolescent behavior may or may not be shaped by their developing brains. In excerpts from Oliver Sacks's book *The Man Who Mistook His Wife for a Hat*, students apply their growing understanding of how the brain functions to modern brain injury cases. Finally, the *Perception Academy* Quest lets students experience daily life with a brain injury and diagnose the region of their brain that is injured based on their symptoms.

Reading with the B.E.S.T. Benchmark Modules

- Argument
- Paraphrasing and Summarizing
- Comparative Reading
- Central Idea
- Purpose and Perspective

QT: **970L–1460L** ●●●●●

QL: **4** ●●●●○

RT: **4** ●●●●○

Rationale(s) for QL

- The subject matter requires discipline-specific knowledge or references to other texts
- Texts may include multiple purposes or be stated implicitly

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: *Phineas Gage: A Gruesome but True Story About Brain Science* by John Fleischman (11 lessons)
- SU2: *Inventing Ourselves: The Secret Life of the Teenage Brain* by Sarah-Jayne Blakemore (5 lessons)
- SU3: *The Man Who Mistook His Wife for a Hat* by Oliver Sacks (3 lessons)

Summative assessments

- SU4: Write an Essay: Expository (5 lessons)
- SU5: Clarify & Compare: Analyzing Reasoning in Arguments (1 lesson)
  - *Inventing Ourselves: The Secret Life of the Teenage Brain*
  - "The Destructive Male"
- Brain Science Unit Reading Assessment

Quest

- *Perception Academy*

Essay prompt

Compare and contrast Phineas's behavior and brain to those of an adolescent.

Vocabulary Module

Greek and Latin Roots

Spotlight Benchmarks

- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.R.2.1
- ELA.7.R.2.2
- ELA.7.R.2.3
- ELA.7.R.2.4
- ELA.7.R.3.2
- ELA.7.R.3.3
- ELA.7.C.1.2
- ELA.7.C.1.3
- ELA.7.C.1.4
- ELA.7.C.1.5
- ELA.7.C.2.1
- ELA.7.C.5.2
- ELA.7.V.1.1
- ELA.7.V.1.3

Texts in the unit

Core texts

- *Phineas Gage: A Gruesome but True Story About Brain Science* by John Fleischman I/H, 1030L
- *Inventing Ourselves: The Secret Life of the Teenage Brain* by Sarah-Jayne Blakemore I/S&T, 1310L
- *The Man Who Mistook His Wife for a Hat* by Oliver Sacks I/S&T, 970L
- The majority and dissenting opinions in *Roper vs. Simmons* I/H
- "Demystifying the Adolescent Brain," by Laurence Steinberg I/S&T, 1420L
- "The Destructive Male" by Elizabeth Cady Stanton I/H, 1460L
- "On Women's Right to Vote" by Susan B. Anthony I/H, 1160L

Extra texts

- "Sonnet—To Science" by Edgar Allan Poe L/P
- "The Brain" by Emily Dickinson L/P
- "Recovery from the Passage of an Iron Bar Through the Head" by John M. Harlow, MD I/S&T



7D: Poetry & Poe



Unit summary

In this unit, students learn a set of visualization techniques to read like a movie director. First, they read poems by D. H. Lawrence, Federico García Lorca and Emily Dickinson to learn to form mental images while reading. Then, they read three texts by Edgar Allan Poe—"The Tell-Tale Heart," "The Cask of Amontillado," and "The Raven"—and use Poe's meticulous narrative and visual details to create storyboards that help them make their mental images concrete and discover the unreliability of first-person narrators. Students analyze point of view, characters, settings, sounds/soundtracks, and mood to explain the reason for their choices. They also watch thoughtful, animated adaptations of "The Raven" and "The Cask of Amontillado" and compare the movie adaptations to the original texts. After reading these stories, students participate in the murder mystery Quest, *Who Killed Edgar Allan Poe?* where they investigate the crime scene and interrogate characters to find and interpret clues and ultimately solve the mystery. In an optional performance task, students compare two literary texts that develop themes related to justice and revenge. At the end of the unit, students write an essay arguing whether they can trust the narrator of one of the unit's texts.



Reading with the B.E.S.T. Benchmark Modules

- Perspective and Point of View
- Literary Elements
- Theme
- Poetry
- Understanding Rhetoric

L

QT: **580L–1530L**

QL: **4**

RT: **3**

Rationale(s) for QL

- Levels of meaning and theme are multiple, ambiguous, and/or revealed over the course of the text
- Language is generally complex in word usage, level of abstraction and sentence complexity

Rationale(s) for RT

Tasks and activities may contain some complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: Poetry (4 lessons)
- SU2: "The Tell-Tale Heart" by Edgar Allan Poe (7 lessons)
- SU3: "The Cask of Amontillado" by Edgar Allan Poe (6 lessons)
- SU4: "The Raven" by Edgar Allan Poe (6 lessons)

Summative assessments

- SU5: Write an Essay: Argumentative (5 lessons)
- SU6: Clarify & Compare: Comparing Themes and Perspectives (1 lesson)
  - "The Cask of Amontillado"
  - *The Count of Monte Cristo*
- Poetry & Poe Unit Reading Assessment

Quest

- *Who Killed Edgar Allan Poe?*

Essay prompt

Can you trust that the narrator is accurately describing what's happening in the story or poem? Why or why not?

Vocabulary Module

Figurative Language

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.R.1.1
- ELA.7.R.1.2
- ELA.7.R.1.3
- ELA.7.R.1.4
- ELA.7.R.3.1
- ELA.7.R.3.2
- ELA.7.R.3.3
- ELA.7.R.3.4
- ELA.7.C.1.3
- ELA.7.C.1.4
- ELA.7.C.1.5
- ELA.7.C.2.1
- ELA.7.C.5.1
- ELA.7.C.5.2
- ELA.7.V.1.3



Texts in the unit

Core texts

- "The White Horse" by D. H. Lawrence L/P
- "The Silence" by Federico García Lorca L/P
- "A narrow fellow in the grass" by Emily Dickinson L/P
- "The Tell-Tale Heart" by Edgar Allan Poe L/S, 820L
- M'Naghten Rule, from *Queen v. M'Naghten* I/H, 1530L
- "The Cask of Amontillado" by Edgar Allan Poe L/S, 800L
- "The Raven" by Edgar Allan Poe L/P
- "Sonnet 116" by William Shakespeare L/P
- *The Count of Monte Cristo* by Alexandre Dumas L/S, 1080L
- "The Eyes Have It" by Philip K. Dick L/S, 580L

Extra texts

- "Chicago" by Carl Sandburg L/P
- Excerpt from "The Yellow Wallpaper" by Charlotte Perkins Gilman L/S
- "The Charge of the Light Brigade" by Alfred, Lord Tennyson L/P
- "A Poison Tree" by William Blake L/P

7E: The Frida & Diego Collection



Unit summary

In this Collection, students explore primary source documents and conduct independent research to learn about two of Mexico's most famous and provocative artists, Diego Rivera and Frida Kahlo, an extraordinary couple who lived in extraordinary times. Students learn how this iconic couple drew inspiration from Latin American folklore, politics, imagery, and customs.

In each sub-unit, students analyze primary source materials with a goal of building their ability to independently research a topic, generate a question, select and analyze reliable sources, and write using those sources. Students build information literacy skills and use their visual analytic skills to "close read" key paintings. Students learn to determine if a source is reliable and understand the ethical uses of information; construct their own research questions, and explore the Internet for answers; compare Frida and Diego's use of descriptive writing to Shakespeare's; analyze how figurative language can be used as a rhetorical device; and participate in a Socratic seminar about the complicated issues inherent in the work of Frida and Diego. As summative assignments, students can synthesize all of the skills they've developed to tackle a culminating research assignment, and/or they can design and plan their own digital collage to showcase and present their unique researched interpretation of the work and legacy of Kahlo and Rivera.

Reading with the B.E.S.T. Benchmark Modules

- Poetry
- Figurative Language
- Comparative Reading
- Paraphrasing and Summarizing

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i L QT: **910L–1430L** QL: **5** RT: **4**

Rationale(s) for QL

- Texts include multiple or intricate purposes
- Language is generally complex in word usage, level of abstraction and sentence complexity
- The subject matter requires knowledge of discipline or of other texts

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.



Sub-units and # of lessons

Core lessons

- SU1: Information Literacy (4 lessons)
- SU2: Scavenger Hunt and Internet Research (4 lessons)
- SU3: Descriptive Writing and Collection Research (4 lessons)
- SU4: Socratic Seminar and Internet Research (4 lessons)

Summative assessments

- SU5: Write an Essay : Research-based Expository or Argumentative (6 lessons); Multimedia Project (2 lessons)
- SU6: Clarify & Compare: Persuading with Figurative Language (1 lesson)
  - "Sonnet 18" by William Shakespeare
  - "Sonnet 130" by William Shakespeare
- The Frida & Diego Collection Unit Reading Assessment

Essay prompt

Research Option 1: Informative Essay
Frida Kahlo: The Early Years

Why did Frida Kahlo begin painting? How did this circumstance affect the type of paintings that she did? What did that mean for her long-term career? Write an informative essay about the beginning and development of Frida's artistic work.

Research Option 2: Argumentative Essay
Who has the right to decide what public art should be: the artist or the public?

There was controversy surrounding Diego Rivera's mural "Detroit Industry." Why did many people object to this work of art? What role does the public play when a work of art is being commissioned for a public space? What role does the artist play? Should Rivera have followed the demands of the public or was he right to follow his artistic instincts?

Vocabulary Module

Prefixes and Suffixes

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.7.R.1.4
- ELA.7.R.3.1
- ELA.7.R.3.2
- ELA.7.R.3.3
- ELA.7.R.3.4
- ELA.7.C.1.2
- ELA.7.C.1.3
- ELA.7.C.1.4
- ELA.7.C.1.5
- ELA.7.C.2.1
- ELA.7.C.4.1
- ELA.7.C.5.1
- ELA.7.C.5.2
- ELA.7.V.1.1



Texts in the unit

Core texts

- "Rockefellers Ban Lenin in RCA Mural and Dismiss Rivera" from *The New York Times* I/H, 1430L
- "Frida Becomes My Wife" from *My Art, My Life: An Autobiography* by Diego Rivera I/H, 910L
- "Detroit Industry: The Murals of Diego Rivera" from NPR.org by Don Gonyea I/H, 1150L
- "Letter to Ella and Bertram Wolfe" from *The Letters of Frida Kahlo: Cartas Apasionadas* I/H, 990L
- "Statement by Frida Kahlo" from *My Art, My Life: An Autobiography* by Diego Rivera I/H, 910L
- "Life with Frida" from *Frida's Fiestas: Recipes and Reminiscences of Life with Frida Kahlo* by Guadalupe Rivera and Marie-Pierre Colle I/H, 1180L
- "Frida Kahlo" from *Smithsonian* by Phyllis Tuchman I/H, 1090L
- "Sonnet 116" by William Shakespeare L/P
- "Sonnet 130" by William Shakespeare L/P
- "Sonnet 18" by William Shakespeare L/P

Extra texts

- "To F--" by Edgar Allan Poe L/P

7F: The Gold Rush Collection



Unit summary

In this Collection, students explore primary documents and conduct independent research to better understand the complex story of the California gold rush. Students build information literacy skills and learn how to construct their own research questions and explore the Internet for answers. They also participate in a Socratic seminar in which they rely on their research to examine the complicated issues inherent in the gold rush story.

Throughout these activities, students conduct research to learn about the wide diversity of people who took part in the California gold rush. They compare and contrast a fictional portrayal with historical accounts and use the information they gather to write narrative accounts from the point of view of a specific person living through this complex and dynamic era. As students reach the end of the unit, they synthesize all of the skills they've developed to tackle a culminating research assignment—part essay, part media project.



Reading with the B.E.S.T. Benchmark Modules

- Structure
- Argument
- Comparative Reading

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i L QT: **1020L–1600L** ●●●●● QL: **4** ●●●●○ RT: **4** ●●●●○

Rationale(s) for QL

- Texts include multiple or intricate purposes
- Language includes some complex words or usage and/or sentence complexity
- The subject matter requires knowledge of discipline or of other texts

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: Information Literacy (4 lessons)
- SU2: Scavenger Hunt and Internet Research (4 lessons)
- SU3: Dear Diary and Collection Research (4 lessons)
- SU4: Socratic Seminar and Internet Research (4 lessons)

Summative assessments

- SU5: Write an Essay: Research-based Expository or Argumentative (6 lessons); Multimedia Project (2 lessons)
- The Gold Rush Collection Unit Reading Assessment

Essay prompt

Research Option 1: Was the gold rush good for the state of California?

Like all things, it depends on how you look at it. Who benefited from the gold rush (remember to consider different populations such as Native Americans and immigrants)? How and why? How did the gold rush affect California in the short term? How did it shape the California we know today? Conduct research and write an argumentative essay that persuades the reader toward your point of view.

Research Option 2: Who was John Sutter? Who was Elsa Jane Guerin?

Choose one of these two famous figures from the gold rush era and start digging. Where did this person come from? Did he or she strike it rich? Has his or her legacy had a lasting impact on the state of California? Conduct research and write an informative essay on one of these fascinating characters from the Old West.

Vocabulary Module

Synonyms and Antonyms

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.R.2.1
- ELA.7.R.2.4
- ELA.7.R.3.3
- ELA.7.C.1.2
- ELA.7.C.1.3
- ELA.7.C.1.4
- ELA.7.C.1.5
- ELA.7.C.2.1
- ELA.7.C.3.1
- ELA.7.C.4.1
- ELA.7.C.5.1
- ELA.7.C.5.2



Texts in the unit

Core texts

- "California Culinary Experiences" from *The Overland Monthly* by Prentice Mulford I/H, original version: 1220L, adapted version: 1130L, paraphrased version: 900L
- "Letter the Tenth: Amateur Mining—Hairbreadth 'Scapes, &c." from *The Shirley Letters from California Mines in 1851–1852* by Dame Shirley I/H, original version: 1600L, adapted version: 1120L, paraphrased version: 510L
- Chapter XXVII and Chapter XXVIII from *Roughing It* by Mark Twain I/LN, 1170L
- "Pioneers! O Pioneers!" from *Leaves of Grass* by Walt Whitman L/P
- "Oh My Darling, Clementine" by Percy Montrose L/P
- Chapter 3—"The Magic Equation" from *California: The Great Exception* by Carey McWilliams I/S&T, 1200L
- Preface and Chapter XI from *Sights in the Gold Region, and Scenes by the Way* by Theodore T. Johnson I/H, 1410L
- July 22–August 10, 1849, *The Gold Rush Diary of Ramón Gil Navarro* by Ramón Gil Navarro I/H, 1020L
- Chapter 8—"Good Haul of Diggers" from *Digger: The Tragic Fate of the California Indians from the Missions to the Gold Rush* by Jerry Stanley I/H, 1130L
- "The Toil of Trace and Trail" from *The Call of the Wild* by Jack London, L/S, 1120L
- Address Before a Joint Session of the Congress, November 27, 1963 by Lyndon Baines Johnson I/H, 1190L
- Farewell Address by Dwight Eisenhower I/H, 1170L

Extra texts

- "A Letter from Gold Mountain" from *Good Fortune: My Journey to Gold Mountain* by Li Keng Wong I/LN
- Excerpt from *Murphy, Gold Rush Dog* by Alison Heart L/S
- Excerpt from *A History of US 5: Liberty For All 1820–1860* by Joy Hakim I/H

Grade 7 Poetry in America



Amplify partnered with Poetry in America, whose mission is to bring poetry into classrooms and living rooms around the world, to design lessons that combine PIA's "Four Pillar" approach with Amplify's close reading pedagogy to build students' engagement and knowledge about poetry. Each three-lesson sub-unit allows students to fully explore a poet's choices around form and language, both in conversation with each other and with the poets, celebrities, academics, and citizens who appear in embedded videos discussing each poem. Then, students have the opportunity to try on the poet's use of language, craft, and structure in creative writing assignments tailored to the targeted poem.

In Sub-unit 1, Kay Ryan's poem, "Carrying a Ladder," conjures up the hilarity, frustrations, and rewards of hauling around a real ladder. Students have fun with these concrete scenarios before diving into the poem's possible figurative meanings, including common adolescent feelings of ambition and self-doubt. Students end by composing their own extended metaphor poem to express something they "carry" with them.

In Sub-unit two, Emma Lazarus's iconic poem, "The New Colossus," allows students to analyze visual symbol, form, and allusion as they consider the different values of the Old World and the New World, and what it means to be an immigrant and an American.

In Sub-unit 3, students consider the personal and cultural background that African American poet Richard Hayden drew on for his iconic poem, "Those Winter Sundays," and how those influences are reflected in his language and his adaptation of the sonnet form for this poem about his father. They use his poem as an inspiration for writing their own ode to an unsung hero in their life (this sub-unit is made available across grades 6–8).

i L QL: **3** RT: **2**

Rationale(s) for QL

- Level meanings and/or theme may be conveyed with some subtlety
- The subject matter requires some literary/cultural knowledge but references are largely explained

Rationale(s) for RT

Tasks and activities may contain some complexity, balanced with engaging topics; activities do not require substantial external knowledge or experience

Poetry in America activity highlights:

Discussions with annotated guides
Explore each poet's use of sensory details, figurative language, form, and structure.

Video explorations
Watch and discuss videos where poets, celebrities, and academics share their interpretations and analyses of each poem.

Creative responses
Compose poems by experimenting with theme and mimicking each poet's style.

Core texts

- "Carrying a Ladder" by Kay Ryan, L/P
- "The New Colossus" by Emma Lazarus, L/P
- "Those Winter Sundays" by Robert Hayden, L/P

Sub-units and # of lessons

- SU1: "Carrying a Ladder" (3 lessons)
- SU2: "The New Colossus" (3 lessons)
- SU3: "Those Winter Sundays" (3 lessons)

Benchmarks

- ELA.7.R.1.1
- ELA.7.R.1.2
- ELA.7.R.1.3
- ELA.7.R.1.4
- ELA.7.R.3.1
- ELA.7.R.3.3
- ELA.7.R.3.4
- ELA.7.V.1.3
- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.C.1.2
- ELA.7.C.3.1
- ELA.7.C.5.2

Amplify Grammar



The Amplify Florida Edition digital Grammar unit enables teachers to assign students self-guided grammar instruction and practice that will cover all standards called out in the Florida Conventions Progression Standards. Sub-units are paired by topic: one covers foundational material on the topic and one contains more advanced and "stretch" material. Middle grade teachers and students share access to the full range of topics and lessons within the Grammar unit, so teachers select the content that best meets their students' needs while exposing students to key grammar topics for the middle grades. Teachers integrate this instruction into their core instructional pathway using the Amplify Flex Days within the core units. To introduce or review topics with students, teachers use the related lessons or drills on the topic found in Amplify's *Mastering Conventions* PDFs, also available within this unit.

Core lessons

- Sub-unit 1: What Is a Complete Sentence? (8 Lessons)
- Sub-unit 2: Expanding the Complete Sentence (8 Lessons)
- Sub-unit 3: Understanding the Pronoun (5 Lessons)
- Sub-unit 4: Pronoun Usage: Agreement and Reference (5 Lessons)
- Sub-unit 5: Verb Tense (4 Lessons)
- Sub-unit 6: Verb Moods, Modals, and Voice (4 Lessons)
- Sub-unit 7: Punctuation (2 Lessons)

Printable Instructional Resources

- *Mastering Conventions One: Grammar and Punctuation*
- *Mastering Conventions Two: Grammar and Punctuation*
- *Mastering Conventions Three: Grammar and Punctuation*
- *Mastering Conventions Four: Spelling*

Benchmarks

- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.C.1.5
- ELA.7.C.3.1

Grade 7 Intermediate Story Writing

In this unit, students get to practice their creative writing skills, learning the elements of storytelling and character development, and the importance of vivid language. Students gain a sense of ownership over their writing as they experiment with the impact of their authorial choices on sentences, word choice, character traits, and plot twist. As students consider how to use these elements to create a story, they also gain tools to help them effectively and incisively analyze a piece of literature.

Students begin with creating a character, observing and recording details, and writing about their characters in mundane situations to make them multi-faceted and believable. As students explore the situation, they pay particular attention to their characters' point of view and the perspective this conveys about the setting and action. After some explicit instruction about the structure of a story—particularly the idea of character change and growth—students pull all their skills together to write a story and practice the most important part of creative writing—revision.

Sub-units

- Sub-unit 1: Creating a Believable Character (10 Lessons)
- Sub-unit 2: Experimenting With a Second Character (7 Lessons)
- Sub-unit 3: Writing a Short Story (6 Lessons)

Benchmarks

- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.7.C.1.2
- ELA.7.C.1.3
- ELA.7.C.1.5
- ELA.7.C.5.2

Novel Guides

Amplify ELA Florida's Novel Guides provide middle school teachers with flexible study guides for the books they most want to teach and provide students with lean, targeted instruction that follows the pedagogy in core units. The diverse selection of books in this series presents a range of genres and themes, from mystery to non-fiction and from social justice to identity and courage.

The Novel Guides—housed in the Amplify Library—are designed to be used flexibly and offer suggestions for implementation. Here are two titles that align to the grade 7 topics and skills:

7B: *The Watsons Go to Birmingham*—1963 by Christopher Paul Curtis

As students consider how characters struggle both together and against each other when faced with challenges, this story of a family trip to visit relatives down South in the summer of 1963 provides a funny, poignant, and complex portrait of two siblings coming of age against the backdrop of the Civil Rights struggle.

7E: *When I Was Puerto Rican* by Esmeralda Santiago

As students study how Frida and Diego used their art to celebrate their people and culture, Esmeralda Santiago's richly evocative depictions of her childhood island showcase the equal power of writing to evoke time, place, and people.

Grade 8 curriculum map

8A: Perspectives & Narrative



Unit summary

Students learn to read like writers—to pay attention to the craft of writing and the moves a good writer makes to shape the way the reader sees a scene or feels about a character, to stir us up, to surprise us, or to leave us wondering what will happen next. This early focus on the student writer is designed to help place student voices at the center of learning.

In the Get Started sub-unit, students are introduced to the core literacy skills of focus and showing, hone their powers of observation and concentration, and practice the fundamental classroom routines of sharing and feedback that draw them into a collaborative community of readers and writers. In the Narrative Writing sub-unit, students study three examples of narrative writing—passages from Roald Dahl's *Going Solo*, Amy Tan's "Fish Cheeks," and Kaitlyn Greenidge's "My Mother's Garden"—closely reading each text to discover how the authors use key narrative writing skills to convey their ideas. They also discuss themes of belonging/not belonging as they explore Tan's and Greenidge's snapshots of Asian and African American adolescence. Students respond to writing prompts that alternate between analytic and narrative writing, and write a short personal narrative about a moment from their childhood. The unit culminates in an essay where students argue whether the mothers in "Fish Cheeks" and "My Mother's Garden" are role models.

Reading with the B.E.S.T. Benchmark Modules

- Purpose and Perspective
- Central Idea

QT: **890L–1120L** ●●●●○

QL: **3** ●●●○○

RT: **3** ●●●○○

Rationale(s) for QL

- Language is literal and familiar
- Text structure is generally straightforward but often implicit
- Texts may include multiple purposes or be stated implicitly

Rationale(s) for RT

Tasks and activities contain nuance and complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: Welcome! (1 lesson)
- SU2: Get Started (9 lessons)
- SU3: Narrative Writing (10 lessons)

Summative assessments

- SU4: Write an Essay: Argumentative (5 lessons)
- Perspectives & Narrative Unit Reading Assessment

Essay prompt

Are the mothers featured in "Fish Cheeks" and "My Mother's Garden" role models for their daughters? Why or why not?

Vocabulary Module

Synonyms and Antonyms

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.2.1
- ELA.8.R.2.2
- ELA.8.R.2.3
- ELA.8.C.1.2
- ELA.8.C.1.3
- ELA.8.C.1.4
- ELA.8.C.1.5
- ELA.8.C.3.1
- ELA.8.C.5.2
- ELA.8.V.1.3

Texts in the unit

Core texts

- *Going Solo* by Roald Dahl I/LN, 1080L
- "Fish Cheeks" by Amy Tan I/LN, 890L
- "My Mother's Garden" by Kaitlyn Greenidge I/LN, 990L
- *The Glass Castle* by Jeanette Walls I/LN, 1010L
- *The Girl Who Loved Tom Gordon* by Stephen King L/S, 970L
- *The Life of Pi* by Yann Martel L/S, 830L
- *The Princess Bride* by William Goldman L/S, 870L
- *The Phantom Tollbooth* by Norton Juster L/S, 1000L
- "Blessings of Liberty and Education" by Frederick Douglass I/H 1120L
- "On Woman's Rights" by Sojourner Truth I/H, 950L

Extra texts

- Excerpt from *The Bad Beginning* by Lemony Snicket L/S
- Excerpt from *Davy and the Goblin* by Charles E. Carryl L/S



8B: Liberty & Equality



Unit summary

Students study the writings of both famous and lesser-known Americans who were critically, intellectually, and physically engaged in a debate about the meaning of the words "all men are created equal" during the Civil War time period. Each text gives students a different perspective on the American ideal.

Students read excerpts from Walt Whitman's *Leaves of Grass* and try on his poetic form and use of figurative language to capture what is essential about themselves. Frederick Douglass's powerful voice and abolitionist argument, set forth in his *Narrative of the Life of Frederick Douglass*, is the students' guiding voice as they reflect on, discuss, write about, and debate ideas of equality, opportunity, justice, and freedom. The text introduces students to the young Douglass as he moves toward personal liberation, and provides the opportunity for students to analyze Douglass's potent rhetoric and powerful arguments against slavery. Students also read passages from Harriet Ann Jacobs's *Incidents in the Life of a Slave Girl*, analyzing how her graceful style and detailed picture of life as an enslaved woman paint a powerful portrait of slavery's human cost. For teachers who want to bring in additional accounts and perspectives on slavery in the United States, *The Emancipation Project* Quest contains primary source spoken testimonies, photographs, and period music—many collected as part of the Federal Writers' Project of the 1930s. Next, students read passages from *The Boys' War*, which tells the tale of the very young people who signed up enthusiastically to fight on both sides during the Civil War. Finally, after critically examining the voices of all these eyewitnesses to slavery, the abolitionist movement, and the Civil War, students are asked in their unit essay to consider a central argument from Douglass's *Narrative*, as well as Lincoln's implied question in his Gettysburg Address: What does America mean by "all men are created equal"?

Reading with the B.E.S.T. Benchmark Modules

- Purpose and Perspective
- Argument
- Figurative Language
- Paraphrasing and Summarizing
- Understanding Rhetoric

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i L QT: **880L–1500L** QL: **5** RT: **4**

Rationale(s) for QL

- Texts include multiple or intricate purposes
- Language is generally complex in word usage, level of abstraction, and sentence complexity
- The subject matter requires discipline-specific knowledge or references to other texts

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.

Sub-units and # of lessons

Core lessons

- SU1: "Song of Myself" by Walt Whitman (2 lessons)
- SU2: *Narrative of the Life of Frederick Douglass* by Frederick Douglass (14 lessons)
- SU3: *Incidents in the Life of a Slave Girl* by Harriet Jacobs (2 lessons)
- SU4: *The Boys' War* by Jim Murphy (3 lessons)
- SU5: The Gettysburg Address (5 lessons)

Summative assessments

- SU6: Write an Essay: Expository (5 lessons)
- SU7: Clarify & Compare: Arguing for Equality (1 lesson)
  - *Incidents in the Life of a Slave Girl*
  - "On Woman's Rights"
- Liberty & Equality Unit Reading Assessment

Quest

- *The Emancipation Project*

Essay prompt

Choose one:

How does Lincoln, in the Gettysburg Address, try to change what his readers/listeners believe about what it means to be dedicated to the American idea that "All men are created equal"?

How does Douglass, in Narrative of the Life of Frederick Douglass, try to change what his readers believe about what it means to be dedicated to the American idea that "All men are created equal"?

Vocabulary Module

Context Clues

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.1.4
- ELA.8.R.2.1
- ELA.8.R.2.2
- ELA.8.R.2.3
- ELA.8.R.2.4
- ELA.8.R.3.1
- ELA.8.R.3.2
- ELA.8.R.3.3
- ELA.8.R.3.4
- ELA.8.C.1.2
- ELA.8.C.1.3
- ELA.8.C.1.4
- ELA.8.C.1.5
- ELA.8.C.2.1
- ELA.8.C.5.1
- ELA.8.C.5.2
- ELA.8.V.1.1
- ELA.8.V.1.3



Texts in the unit

Core texts

- "Song of Myself" by Walt Whitman L/P
- Gettysburg Address I/H, 1500L
- *The Columbian Orator: Containing a Variety of Original and Selected Pieces Together With Rules, Which Are Calculated to Improve Youth and Others, in the Ornamental and Useful Art of Eloquence* by Caleb Bingham I/H
- *Narrative of Sojourner Truth; a Bondswoman of Olden Time, Emancipated by the New York Legislature in the Early Part of the Present Century; With a History of her Labors and Correspondence*, Drawn from her "Book of life" by Olive Gilbert I/H, 1420L
- Frances Ellen Watkins speech, "Liberty for Slaves" I/H
- John C. Calhoun's speech to the US Senate, 1837 I/H, 1400L
- Frederick Douglass's speech "What to the Slave Is the Fourth of July?" Delivered in Corinthian Hall, Rochester, July 5, 1852. I/H
- *Incidents in the Life of a Slave Girl* by Harriet Ann Jacobs I/LN, 900L
- *The Boys' War* by Jim Murphy I/H, 1060L
- *A Confederate Girl's Diary* by Sarah Morgan Dawson I/LN, 1030L
- Declaration of Independence I/H, 1430L
- *Narrative of the Life of Frederick Douglass, an American Slave* by Frederick Douglass I/LN, 1060L
- "On Woman's Rights" by Sojourner Truth I/H, 950L
- "A Date Which Will Live in Infamy" by Franklin Roosevelt I/H, 1150L
- *Rip Van Winkle* by Washington Irving L/S, 1180L
- "9/11 Address to the Nation" by George W. Bush I/H, 970L

Extra texts

- Excerpt from *Up from Slavery: An Autobiography* by Booker T. Washington I/H
- Excerpt from "The claims of the Negro, ethnologically considered: an address before the literary societies of Western Reserve College" by Frederick Douglass I/H
- Excerpt from *The Every-Day Life of Abraham Lincoln* by Francis F. Brown I/H

8C: Science & Science Fiction



Unit summary

Students read *Gris Grimly's Frankenstein*, a graphic novel that adds captivating illustrations to an abridgement of the 1818 edition of Mary Shelley's book. Paired with Shelley's text, Grimly's haunting representations of Frankenstein's creature push students to wrestle with some of the text's central themes: a creator's responsibility for their creation, the role of society in shaping our presence in the world, and the promises and risks of scientific inquiry. Students trace Victor's level of sympathy for his creation throughout the story, rewrite key scenes from the creature's point of view, analyze Shelley's allusions to archetypes in mythological and biblical texts, and debate whether Victor owes the creature a companion. At the end of the unit, after research and debate, students write to determine whether or not Victor's creature should ultimately be considered human.

In the "Poetical Science" sub-unit, students read two poems, a speech, and excerpts from Chapter 1 of Walter Isaacson's *The Innovators* to compare and contrast the ways in which William Wordsworth, Lord Byron, and Ada Lovelace viewed man's relationship with technology. The texts in this unit raise the question: Are we the masters of our machines, or are the machines our masters?

Reading with the B.E.S.T. Benchmark Modules

- Literary Elements
- Theme
- Perspective and Point of View
- Poetry
- Comparative Reading
- Structure

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i L QT: **570L–1540L** QL: **4** RT: **4**

Rationale(s) for QL

- Text structure contains some sophisticated structural elements
- Language is generally complex in word usage, level of abstraction, and sentence complexity
- Levels of meanings and/or theme may be conveyed with some subtlety

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit. Areas of high complexity balanced by scaffolds and engaging activities.

Sub-units and # of lessons

Core lessons

- SU1: *Gris Grimly's Frankenstein* by Mary Shelley and Gris Grimly (17 lessons)
- SU3: Poetical Science (6 lessons)

Summative assessments

- SU2: Write an Essay: Argumentative (5 lessons)
- SU4: Clarify & Compare: Developing Themes and Archetypes (1 lesson)
  - *Frankenstein*
  - *The Strange Case of Dr. Jekyll and Mr. Hyde*
- Science & Science Fiction Unit Reading Assessment

Essay prompt

Is Frankenstein's creature human?

Vocabulary Module

Greek and Latin Roots

Spotlight Benchmarks

- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.1.1
- ELA.8.R.1.2
- ELA.8.R.1.3
- ELA.8.R.1.4
- ELA.8.R.2.1
- ELA.8.R.3.2
- ELA.8.R.3.3
- ELA.8.C.1.2
- ELA.8.C.1.3
- ELA.8.C.1.4
- ELA.8.C.1.5
- ELA.8.C.2.1
- ELA.8.C.5.2



Texts in the unit

Core texts

- *Gris Grimly's Frankenstein* by Mary Shelley and Gris Grimly L/S, 980L
- Genesis 2, Revised Standard Version L/S, 840L
- "*Frankenstein* (1931) A Man-Made Monster in Grand Guignol Film Story" I/H, 1540L
- "Prometheus," from *Heroes, Gods and Monsters of the Greek Myths* by Bernard Evslin L/S, 870L
- *The Innovators* by Walter Isaacson I/H, 1250L
- "The Tables Turned" by William Wordsworth L/P
- "Debate on the Frame-Work Bill, in the House of Lords" by Lord Byron I/H, 1400L
- "All Watched Over by Machines of Loving Grace" by Richard Brautigan L/P
- Letter 8 in *A Lady's Life in the Rocky Mountains* by Isabella L. Bird I/LN
- *Whiz Kid* in *Steve Jobs: Technology Innovator and Apple Genius* by Matt Doeden I/H, 880L
- *The Strange Case of Dr. Jekyll and Mr. Hyde* by Robert Louis Stevenson L/S, 1060L
- *The Call of the Wild* by Jack London L/S, 1120L
- *The Princess and the Goblin* by George MacDonald L/S, 1030L
- *Things Fall Apart* by Chinua Achebe L/S, 570L
- *To Kill a Mockingbird* by Harper Lee L/S, 610L

Extra texts

- "Pygmalion," from *Heroes, Gods and Monsters of the Greek Myths* by Bernard Evslin L/S
- Excerpts from *Benjamin Franklin: An American Life* by Walter Isaacson I/H
- Excerpt from *History of US 8: Age of Extremes, 1880–1917* by Joy Hakim I/H

8D: Shakespeare's Romeo & Juliet



Unit summary

Students read five excerpts from Shakespeare's *Romeo and Juliet*. The purpose of these lessons is to introduce students to some key elements of Shakespearean English as they close-read a small selection of scenes. After students have finished the unit, they will have learned how to spot and follow an extended metaphor, discovered that they can understand Shakespearean English by putting it into their own words, and be better prepared when they study this play (or another Shakespeare play) in its entirety in high school.

Students practice memorizing and reciting lines from the play's famous Prologue over the course of the unit. The lessons provide multiple opportunities for students to stage their own performances and recitations and "translate" Shakespeare's words into more contemporary language. In several lessons, students focus on the form of Shakespeare's language, particularly the Shakespearean sonnet. In an optional performance task, students compare and contrast themes and archetypes in two literary texts. At the end of the unit, students write an essay arguing whether the forces of love or hate are responsible for Romeo's death.

Reading with the B.E.S.T. Benchmark Modules

- Theme
- Perspective and Point of View
- Poetry
- Figurative Language
- Paraphrasing and Summarizing

L

QT: **N/A** ○○○○○

QL: **5** ●●●●●

RT: **3** ●●●○○

Rationale(s) for QL

- Levels of meaning and theme are multiple, ambiguous and/or revealed over the course of the text
- Language is generally complex in word usage, level of abstraction, and sentence complexity

Rationale(s) for RT

Tasks and activities contain nuance and complexity, balanced with engaging topics; activities often require inferencing; students benefit from the knowledge they have built throughout the unit.



Sub-units and # of lessons

Core lessons

- SU1: *Romeo and Juliet* by William Shakespeare (16 lessons)

Summative assessments

- SU2: Write an Essay: Argumentative (5 lessons)
- SU3: Clarify & Compare: Examining Archetypes and Themes (1 lesson)
  - *Romeo and Juliet*
  - "The Gift of the Magi"
- Shakespeare's Romeo & Juliet Unit Reading Assessment

Essay prompt

Was Romeo's death influenced more by the power of love or the forces of hate? Or was it a combination of both?

Vocabulary Module

Figurative Language

Spotlight Benchmarks

- ELA.K12.EE.3.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.1.1
- ELA.8.R.1.2
- ELA.8.R.1.3
- ELA.8.R.1.4
- ELA.8.R.3.1
- ELA.8.R.3.2
- ELA.8.R.3.3
- ELA.8.C.1.3
- ELA.8.C.1.4
- ELA.8.C.1.5
- ELA.8.C.5.1
- ELA.8.C.5.2
- ELA.8.V.1.3

Texts in the unit

Core texts

- *Romeo and Juliet* by William Shakespeare L/D
- "The Gift of the Magi" by O. Henry L/S, 890L
- "The Bells" by Edgar Allan Poe L/P
- "The Yellow Wallpaper" by Charlotte Perkins Gilman L/S 880L

Extra texts

- "Annabel Lee" by Edgar Allan Poe L/P
- "Harlem," the prologue to the book *Street Love* by Walter Dean Myers L/P



8E: Holocaust: Memory & Meaning



Unit summary

Students use a language arts lens and close reading to explore a variety of memoir and primary source materials and dig into two key questions raised by the Holocaust: How do a society and its people become participants (willingly or indifferently) in such an atrocity? And what is the responsibility of those who experienced, witnessed, participated in, or are now learning about these events? The selected materials present events from several different perspectives—those of perpetrators, survivors, victims, bystanders, and witnesses—allowing students to develop a critical understanding of the strategies Nazis used to influence the mindset of a nation, and the human responses to the unfolding of genocide.

First, students analyze "I Cannot Forget," a poem by Holocaust survivor Alexander Kimel that explores the haunting power of memory. Next, students read from the memoir *Shores Beyond Shores*, in which author Irene Butter describes how her Jewish family's happy life in Berlin was slowly destroyed as the Nazis came to power. As a counterpoint, students examine passages by Alfons Heck, an Aryan boy who became an enthusiastic member of the Hitler Youth. Students also explore articles and images that show the Nazi propaganda machine in full swing during the 1936 Olympic Games in Berlin. They analyze how the government sought to showcase the supposed superiority of the Aryan race, and explore how Jessie Owens's historic performance captivated the German audience and "put the lie" to Hitler's rhetoric. Finally, students read excerpts from *Child of Hitler, Maus*, and *Night*, where participants and survivors trace the descent into darkness: from Kristallnacht, to the creation of the ghettos, and eventually to the death camps. As students study these writings, images, and videos, they begin to understand the forces that created and drove the Holocaust and the reactions of people caught up in those forces. In an optional performance task, students examine how two authors writing about racism and the struggle for equal rights use rhetorical appeals and devices to persuade their audience.

Reading with the B.E.S.T. Benchmark Modules

- Literary Elements
- Argument
- Understanding Rhetoric

i L QT: **800L–1200L** QL: **4** RT: **5**

Rationale(s) for QL

- Texts include multiple or intricate purposes
- Text structure is generally straightforward but often implicit
- The subject matter requires discipline-specific knowledge or references to other texts

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; and draw on the knowledge they have built throughout Amplify. Areas of high complexity balanced by scaffolds and engaging activities.



Sub-units and # of lessons

Core lessons

- SU1: Why Remember? (1 lesson)
- SU2: "True" Germans (3 lessons)
- SU3: The Olympic Games of Berlin (4 lessons)
- SU4: Descending Into Darkness (5 lessons)
- SU5: Never Forget (1 lesson)

Summative assessments

- SU6: Write an Essay: Expository (5 lessons)
- SU7: Clarify & Compare: Using Devices and Making Appeals (1 lesson)
  - "Jesse Owens' Olympic Triumph"
  - "What Does American Democracy Mean to Me?"
- Holocaust: Memory & Meaning Unit Reading Assessment

Essay prompt

The Holocaust did not happen overnight. As the Nazis laid the groundwork for what would eventually become known as the Holocaust, they used a number of strategies to isolate, oppress, and control the Jewish population of Europe, and to convince others to go along with their plan.

Choose two of the strategies that stood out to you as you explored this unit. Using examples from the texts and images you analyzed, describe each strategy and the impact it had.

Vocabulary Module

Connotations and Denotations

Spotlight Benchmarks

- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.1.1
- ELA.8.R.2.1
- ELA.8.R.2.2
- ELA.8.R.2.3
- ELA.8.R.2.4
- ELA.8.R.3.4
- ELA.8.C.1.2
- ELA.8.C.1.3
- ELA.8.C.1.4
- ELA.8.C.1.5
- ELA.8.C.5.2
- ELA.8.V.1.1



Texts in the unit

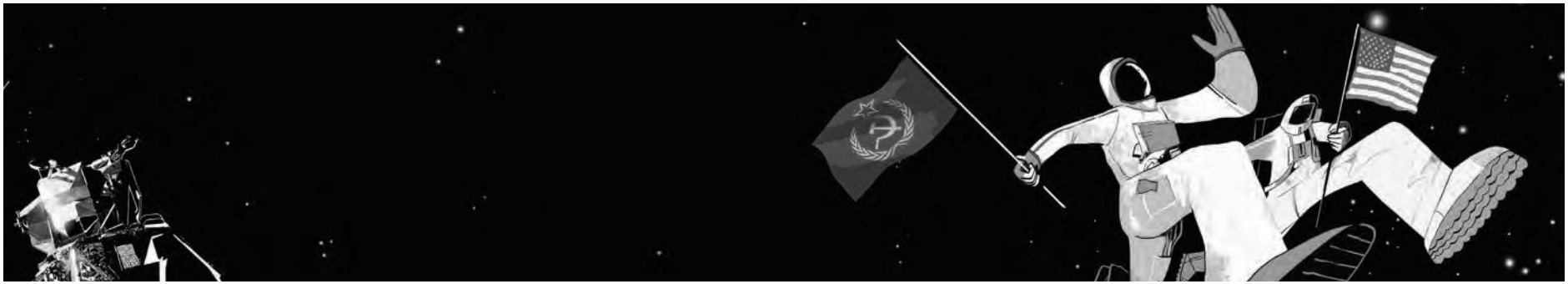
Core texts

- "I Cannot Forget" by Alexander Kimel I/LN
- *A Child of Hitler* by Alfons Heck I/H, 1200L
- "Helene Mayer, Fencing Champ, Says She'll Try for the Olympics" from *Jewish Daily Bulletin* I/H, 1220L
- "100,000 Hail Hitler; U.S. Athletes Avoid Nazi Salute to Him" by Frederick T. Birchall from *The New York Times* I/H, 1220L
- "Jesse Owens' Olympic Triumph" from *Ebony* by Lerone Bennett, Jr. I/H, 1100L
- *Maus I: My Father Bleeds History* by Art Spiegelman I/LN, 500L
- *Night* by Elie Wiesel I/LN, 990L
- *Shores Beyond Shores* by Irene Butter I/LN, 660L
- "What Does American Democracy Mean to Me?" by Mary McLeod Bethune I/H, 1140L
- *The Chosen* by Chaim Potok L/S, 1130L

Extra texts

- Excerpt from *Hero on a Bicycle* by Shirley Hughes L/S

8F: The Space Race Collection



Unit summary

In this Collection, students explore primary documents and conduct independent research to better understand the Space Race, a fierce competition between two of the world's superpowers that continued for nearly 18 years. The dramatic story of the Space Race offers students a rich research topic to explore as they build information literacy skills and learn how to construct their own research questions and explore the Internet for answers. They explore the diverse range of people who fueled this race, from Soviet cosmonauts like Alexei Leonov, to President Kennedy, to Laika the space dog, to American heroes like the celebrated Buzz Aldrin and the overlooked hero, mathematician Katherine Johnson. Students also participate in a Socratic seminar in which they rely on their research to examine the complicated issues inherent in the history of the Space Race.

Throughout these activities, students conduct research to develop a deep understanding of this unique international competition. Each student is assigned a cosmonaut or astronaut from the Space Race era. They research their cosmonaut or astronaut and write entries into their space blog from their person's point of view. As students reach the end of the unit, they synthesize all of the skills they've developed to tackle a culminating research assignment—part essay, part media project.

Reading with the B.E.S.T. Benchmark Modules

- Central Idea
- Paraphrasing and Summarizing
- Structure

i L QT: **870L–1490L** QL: **5** RT: **4**

Rationale(s) for QL

- Texts include multiple or intricate purposes
- Language is generally complex in word usage, level of abstraction and sentence complexity
- The subject matter requires knowledge of discipline or of other texts

Rationale(s) for RT

Tasks and activities contain nuance and complexity; require students to be persistent; make high level of inferences; students benefit from the knowledge they have built throughout the unit.



Sub-units and # of lessons

Core lessons

- SU1: Information Literacy (4 lessons)
- SU2: Scavenger Hunt and Internet Research (4 lessons)
- SU3: Space Blogs and Collection Research (4 lessons)
- SU4: Socratic Seminar and Internet Research (4 lessons)

Summative assessments

- SU5: Write an Essay: Research-based Expository or Argumentative (6 lessons); Multimedia Project (2 lessons)
- SU6: The Space Race Collection Reading Assessment

Essay prompt

Research Option 1: Was animal testing necessary during the Space Race?

Research and discover what the Soviets and the Americans were trying to understand when they sent animals into space. Was animal testing necessary? Was it fair or moral to send animals into space for research purposes? Could the scientists have found the answers they were looking for without sacrificing animals? If so, how?

Research Option 2: How did Katherine Johnson and the other women who worked with her at NASA impact the Space Race?

Write an informative essay about Katherine Johnson and the other key women who worked at NASA during the Space Race era. Who were the other key women who worked with Katherine Johnson and what roles did they play? What barriers did they face? How was the Space Race impacted by their work?

Vocabulary Module

Prefixes and Suffixes

Spotlight Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.2.2
- ELA.8.C.1.2
- ELA.8.C.1.3
- ELA.8.C.1.4
- ELA.8.C.1.5
- ELA.8.C.2.1
- ELA.8.C.4.1
- ELA.8.C.5.2



Texts in the unit

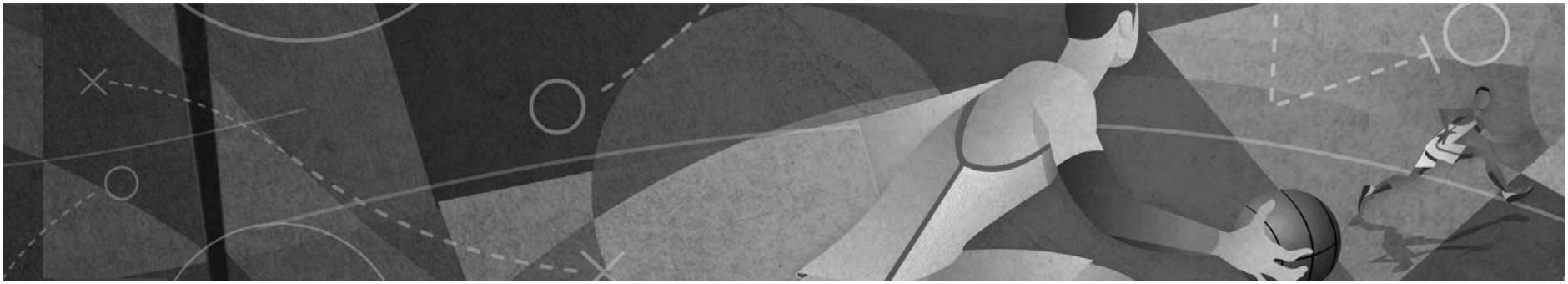
Core texts

- "The Space Race: An Introduction" by *Lapham's Quarterly* editors I/H, 1170L
- "Sputnik" from *Rocket Boys* by Homer Hickam I/H, 890L
- "And a Dog Shall Lead Them" from *A Ball, a Dog, and a Monkey* by Michael D'Antonio I/H, 1240L
- Memorandum for the Vice President by John F. Kennedy I/H, 960L
- President Kennedy's Address at Rice University, September 12, 1962 I/H, 1490L
- "A Seagull in Flight" from *Into That Silent Sea* by Francis French and Colin Burgess I/H, 1100L
- "First to Fly" from *Into That Silent Sea* by Francis French and Colin Burgess I/H, 1100L
- In Event of Moon Disaster by William Safire I/H, 870L
- "Dreaming of a Moonage" from *Moondust* by Andrew Smith I/LN,1080L
- "Buzz Aldrin on His Lunar Home, the Eagle" from *The Wall Street Journal* by Marc Myers I/H, 1000L
- "Smooth as a Peeled Egg" from *Two Sides of the Moon: Our Story of the Cold War Space Race* by David Scott and Alexei Leonov with Christine Toomey I/H, 1020L
- Preface from *Flight: My Life in Mission Control* by Christopher C. Kraft, Jr. and James L. Schefter I/LN, 930L
- "What the Moon Rocks Tell Us" from *National Geographic* by Kenneth F. Weaver I/S&T, 1290L
- "You Are Here" from *Pale Blue Dot* by Carl Sagan I/LN, 1360L
- Remarks by the President at Medal of Freedom Ceremony by Barack Obama (in "Katherine Johnson: Trailblazer and Brilliant Mathematician") I/H, 960L
- "The nearly forgotten story of the black women who helped land a man on the moon" from The Washington Post by Stephanie Merry (in "Katherine Johnson: Trailblazer and Brilliant Mathematician") I/H, 1030L
- "Life on Mars to Become a Reality in 2023, Dutch Firm Claims" from *The Guardian* by Karen McVeigh I/H, 1330L
- *Team Moon: How 400,000 People Landed Apollo 11 on the Moon* by Catherine Thimmesh I/H, 1060L

Extra texts

- "Stars" by Robert Frost L/P
- Excerpt from *The War of the Worlds* by H.G. Wells L/S
- Excerpt from *A History of US 10: All the People Since 1945* by Joy Hakim I/H

Grade 8 Poetry in America



Amplify partnered with Poetry in America, whose mission is to bring poetry into classrooms and living rooms around the world, to design lessons that combine PIA's "Four Pillar" approach with Amplify's close reading pedagogy to build students' engagement and knowledge about poetry. Each three-lesson sub-unit allows students to fully explore a poet's choices around form and language, both in conversation with each other and with the poets, celebrities, academics, and citizens who appear in embedded videos discussing each poem. Then, students have the opportunity to try on the poet's use of language, craft, and structure in creative writing assignments tailored to the targeted poem.

In Sub-unit 1, Ed Hirsch's poem "Fast Break" describes the action of a fast break in a basketball game, extending both the motion and the emotion in content and form. Students work alongside NBA players like Shaquille O'Neal (appearing in embedded videos) to first enjoy how the poem mimics the pace and action of a fast break before exploring how this vivid description operates as an elegy. Students then experiment with elements of "Fast Break" to create their own poem centered around a favorite activity. In Sub-unit 2, students consider the personal and cultural background that African American poet Richard Hayden drew on for his iconic poem "Those Winter Sundays," and how those influences are reflected in his language and his adaptation of the sonnet form for this poem about his father. They use his poem as an inspiration for writing their own ode to an unsung hero in their life (this sub-unit is made available across grades 6–8).

QL: **3** ●●●○○

RT: **2** ●●○○○

Rationale(s) for QL

- Level meanings and/or theme may be conveyed with some subtlety
- The subject matter requires some literary/cultural knowledge but references are largely explained

Rationale(s) for RT

Tasks and activities may contain some complexity, balanced with engaging topics; activities do not require substantial external knowledge or experience.

Poetry in America activity highlights:

Discussions with annotated guides
Explore each poet's use of sensory details, figurative language, form, and structure.

Video explorations
Watch and discuss videos where poets, celebrities, and academics share their interpretations and analyses of each poem.

Creative responses
Compose poems by experimenting with theme and mimicking each poet's style.

Core texts

- "Fast Break" by Ed Hirsch, L/P
- "Those Winter Sundays" by Robert Hayden, L/P

Sub-units and # of lessons

SU1: "Fast Break" (3 lessons)

SU2: "Those Winter Sundays" (3 lessons)

Benchmarks

- ELA.K12.EE.1.1
- ELA.K12.EE.2.1
- ELA.K12.EE.3.1
- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.R.1.1
- ELA.8.R.1.2
- ELA.8.R.1.3
- ELA.8.R.1.4
- ELA.8.R.3.1
- ELA.8.R.3.2
- ELA.8.R.3.3
- ELA.8.C.1.2
- ELA.8.C.2.1
- ELA.8.C.3.1
- ELA.8.C.5.1
- ELA.8.V.1.3



Amplify Grammar



The Amplify Florida Edition digital Grammar unit enables teachers to assign students self-guided grammar instruction and practice that will cover all standards called out in the Florida Conventions Progression Standards. Sub-units are paired by topic: one covers foundational material on the topic and one contains more advanced and "stretch" material. Middle grade teachers and students share access to the full range of topics and lessons within the Grammar unit, so teachers select the content that best meets their students' needs while exposing students to key grammar topics for the middle grades. Teachers integrate this instruction into their core instructional pathway using the Amplify Flex Days within the core units. To introduce or review topics with students, teachers use the related lessons or drills on the topic found in Amplify's *Mastering Conventions* PDFs, also available within this unit.

Sub-units

- Sub-unit 1: What Is a Complete Sentence? (8 Lessons)
- Sub-unit 2: Expanding the Complete Sentence (8 Lessons)
- Sub-unit 3: Understanding the Pronoun (5 Lessons)
- Sub-unit 4: Pronoun Usage: Agreement and Reference (5 Lessons)
- Sub-unit 5: Verb Tense (4 Lessons)
- Sub-unit 6: Verb Moods, Modals, and Voice (4 Lessons)
- Sub-unit 7: Punctuation (2 Lessons)

Printable Instructional Resources

- *Mastering Conventions One: Grammar and Punctuation*
- *Mastering Conventions Two: Grammar and Punctuation*
- *Mastering Conventions Three: Grammar and Punctuation*
- *Mastering Conventions Four: Spelling*

Benchmarks

- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.C.3.1

Grade 8 Advanced Story Writing

In this unit, students get to practice their creative writing skills, learning the elements of storytelling and character development, and the importance of vivid language. Students gain a sense of ownership over their writing as they experiment with the impact of their authorial choices on sentences, word choice, character traits, and plot twist. As students consider how to use these elements to create a story, they also gain tools to help them effectively and incisively analyze a piece of literature.

Students begin with creating a believable, multi-faceted character, observing and recording details, and experimenting with narrative point of view, including working with multiple narrators. As students explore the story's rising action, they work with both internal and external conflict to set up the conditions for their characters' change and growth as the story resolves. Students pull all their drafting and thinking together to write a story and practice the most important part of creative writing—revision.

Sub-units

- Sub-unit 1: Creating a Believable Character (10 Lessons)
- Sub-unit 2: Experimenting With a Second Character (7 Lessons)
- Sub-unit 3: Writing a Short Story (5 Lessons)

Benchmarks

- ELA.K12.EE.4.1
- ELA.K12.EE.5.1
- ELA.K12.EE.6.1
- ELA.8.C.1.2
- ELA.8.C.1.5
- ELA.8.C.3.1
- ELA.8.C.5.2

Novel Guides

Amplify ELA Florida's Novel Guides provide middle school teachers with flexible study guides for the books they most want to teach and provide students with lean, targeted instruction that follows the pedagogy in core units. The diverse selection of books in this series presents a range of genres and themes, from mystery to non-fiction and from social justice to identity and courage.

The Novel Guides—housed in the Amplify Library—are designed to be used flexibly and offer suggestions for implementation. Here are two titles that align to the grade 8 topics and skills:

8B: *The Hate U Give* by Angie Thomas

As students consider Douglass's powerful critique of America's ideals of justice and equity, this novel offers a way to consider how this critique extends to current issues facing American society.

8F: *Hidden Figures* by Margot Lee Shetterly

Students studying America's Space Race will be fascinated by the story of how African American women played such a pivotal role in the success of this endeavor—and how their contributions were almost forgotten.

To learn more about Amplify ELA Florida, visit **amplify.com/florida-ELA**.



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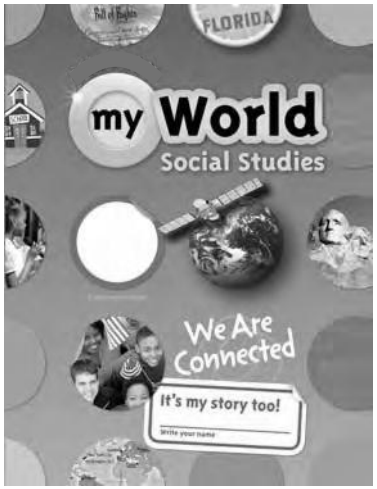
A Correlation of

Savvas
myWorld Social Studies
Florida Edition, Grade Three: We Are Connected



To the

Florida Course Standards and Access Points for Social Studies – Grade 3 - 5021050

CORRELATION
FLORIDA DEPARTMENT OF EDUCATION
INSTRUCTIONAL MATERIALS CORRELATION
COURSE STANDARDS

SUBJECT: Social Studies
GRADE LEVEL: Grade Three
COURSE TITLE: Social Studies – Grade 3
COURSE CODE: 5021050
SUBMISSION TITLE: myWorld Social Studies
TITLE ID: 1876
PUBLISHER: Savvas Learning Company
PUBLISHER ID: 22-1603684-02

				Committee Member Evaluation (Committee Member Use Only)				
BENCHMARK CODE	**BENCHMARK**	**DEPTH OF KNOWLEDGE (Cognitive Complexity as identified by the state)**	**LESSONS WHERE BENCHMARK IS DIRECTLY ADDRESSED IN–DEPTH IN MAJOR TOOL (Include page numbers of lesson, a link to lesson, or other identifier for easy lookup for committee member.)**	**Thoroughly**	**Highly**	**Adequately**	**Minimally**	**Not At All**
SS.3.A.1.1	Analyze primary and secondary sources.	N/A	Primary and Secondary Sources 196–197					
SS.3.A.1.2	Utilize technology resources to gather information from primary and secondary sources.	N/A	Use the Internet 197, Research 294–295					
SS.3.A.1.3	Define terms related to the social sciences.	N/A	How to Read a Timeline FL 18, FL 26, Geographic terms, 46–51, Historical terms 82–87, Timelines 96, Comparing Viewpoints 151, Civics terms 163, Economic terms 236, Line graphs 252–253, Research 294–295, Vocabulary 17, 25, 33, 47, 53, 61, 69, 83, 91, 99, 105, 111, 117, 131, 139, 145, 161, 169, 177, 191, 199, 205, 213, 227, 235, 241, 247, 255, 269, 277, 283, 289					
SS.3.C.1.1	Explain the purpose and need for government.	N/A	Why We Need Government 130–131, Governments Work Together 148, Review and Assessment 152, myStory Book: Why do we have government? 155					
SS.3.C.1.2	Describe how government gains its power from the people.	N/A	Trouble in the Colonies 116, Freedom and Government 119, Review and Assessment 124, Democracy 131, Freedom and Happiness 132–133, The States Come Together 134–135, Representative 138–139, Voting 138, 140, Review and Assessment 152, Voting rights 162, 163, 168, 169					
S.3.C.1.3	Explain how government was established through a written Constitution.	N/A	Constitution 119, Constitutional Convention 129, Constitution of the United States 134–135, 162					

SS.3.C.2.1	Identify group and individual actions of citizens that demonstrate civility, cooperation, volunteerism, and other civic virtues.	N/A	American Flag FL 15, Be a Good Citizen FL 16, Memorial Day FL 17, Volunteering 157–159, 163, Good Citizens, Good Deeds 160–165, Collaboration and Creativity: Conflict and Cooperation 166–167, Taking Action for Our Rights 168–173, Taking Action for a Cause 176–181, Review and Assessment 182–184					
SS.3.C.3.1	Identify the levels of government (local, state, federal).	N/A	Florida's Government FL 21, Branches of Government 138–143, Levels of Government 144–149, Review and Assessment 153, 154					
SS.3.C.3.2	Describe how government is organized at the local level.	N/A	Levels of Government 144–146, 148, 149, Review and Assessment 154					
SS.3.C.3.3	Recognize that every state has a state constitution.	N/A	State constitutions 134, 146					
SS.3.C.3.4	Recognize that the Constitution of the United States is the supreme law of the land.	N/A	United States Constitution 134–135, 138, Review and Assessment 152					
SS.3.E.1.1	Give examples of how scarcity results in trade.	N/A	Scarcity (and trade) 227–228, 230, 242–243, Review and Assessment 261					
SS.3.E.1.2	List the characteristics of money.	N/A	Money: characteristics of 241					
SS.3.E.1.3	Recognize that buyers and sellers interact to exchange goods and services through the use of trade or money.	N/A	Florida's Citrus Industry FL 24, Trade 85, 228, 240–241, 243, 244, 257, Farmers Market 223–225, Scarcity and Choice 228, Value and Choice 229, Producers and Consumers 234–236, 238, Spending and Saving 247, 249–250, Jobs 257, Review and Assessment 260–262					
SS.3.E.1.4	Distinguish between currencies used in the United States, Canada, Mexico, and the Caribbean.	N/A	Money: distinguishing among currencies 246					
SS.3.G.1.1	Use thematic maps, tables, charts, graphs, and photos to analyze geographic information.	N/A	Different Types of Maps 28–29, Map Skills: Latitude and Longitude 30–31, Compare and Contrast 36, Interpret Maps 58–59, Review and Assessment 74, Maps 39, 46–47, 49, 53, 58, 61, 74, 82, 90, 93, 99, 104, 108, 112, 191, 193, 200, 202, 205, 268, Charts 19, 36, 88, 89, 133, 166, 207, 210, 211, 249, 285, 294					
SS.3.G.1.2	Review basic map elements (coordinate grid, cardinal and intermediate directions, title, compass rose, scale, key/legend with symbols).	N/A	Parts of a Map 24, Grid Maps 25, Absolute and Relative Locations 26, Map Scale 27, Different Types of Maps 28–29, Map Skills: Latitude and Longitude 30–31, Review and Assessment 39, Interpret Maps 58–59					
SS.3.G.1.3	Label the continents and oceans on a world map.	N/A	Land and Water 46–47, Label the continents and oceans on the map 74, Circle the name of the ocean 202					
SS.3.G.1.4	Name and identify the purpose of maps (physical, political, elevation, population).	N/A	Parts of a Map 24, Grid Maps 25, Absolute and Relative Location, 26, Map Scale 27, Different Types of Maps 28–29, Review and Assessment 39, Interpret Maps 58–59					
SS.3.G.1.5	Compare maps and globes to develop an understanding of the concept of distortion.	N/A	Different Types of Maps 28					
SS.3.G.1.6	Use maps to identify different types of scale to measure distances between two places.	N/A	Parts of a Map 24, Measuring Distance (scale) 27, 191					
SS.3.G.2.1	Label the countries and commonwealths in North America (Canada, United States, Mexico) and in the Caribbean (Puerto Rico, Cuba, Bahamas, Dominican Republic, Haiti, Jamaica).	N/A	Label the countries of North America and the Caribbean 29, 49					
S.3.G.2.2	Identify the five regions of the United States.	N/A	Land and Water in the United States 48, United States Regions 49, 50–51					221

SS.3.G.2.3	Label the states in each of the five regions of the United States.	N/A	Label the states in each of the five U.S. regions 48, 49					
SS.3.G.2.4	Describe the physical features of the United States, Canada, Mexico, and the Caribbean.	N/A	Landforms and Bodies of Water 46–47, Land and Water in the United States 48–49, Five Regions of the United States 50–51, Climate and Plants 54–55, Interpret Maps (elevation) 58–59, Mississippi River 107					
SS.3.G.2.5	Identify natural and man–made landmarks in the United States, Canada, Mexico, and the Caribbean.	N/A	Great Pyramid of Mexico FL 19, Vacation on the Atlantic Coast FL 25, Landforms and Bodies of Water 47, Land and Water in the United States 48, Grand Canyon 69, Hoover Dam 70, National Parks 73, Mission San Luis 79–81, St. Augustine 98–99, Quebec City 106, Mississippi River 107, White House 138, 141, U.S. Capitol Building 138–139, Mt. Rushmore 140, Supreme Court 142, Statue of Liberty 199, Cumberland Gap 200, Crazy Horse Memorial 279, Statue of Martin Luther King, Jr. 283, Liberty Bell 284					
SS.3.G.2.6	Investigate how people perceive places and regions differently by conducting interviews, mental mapping, and studying news, poems, legends, and songs about a region or area.	N/A	Arizona Communities 13–15, What Makes a Community? 16–21, Read the newspaper article about Maple City, 23 myStory Book (writing activity) & myStory Current Events (news) 41, Write about traditions 87, Compare Viewpoints 150–151, Draw Conclusions: Settling the West 210–211					
SS.3.G.3.1	Describe the climate and vegetation in the United States, Canada, Mexico, and the Caribbean.	N/A	Weather and Climate 52–57, Natural Resources 60, Agriculture and Products 62, Review and Assessment 74					
SS.3.G.3.2	Describe the natural resources in the United States, Canada, Mexico, and the Caribbean.	N/A	Natural Resources 60–61, Agriculture and Products 62, Industry and Products 63, Protecting Resources 64–65, People Modify Environments 70, People and the Land 72–73, Review and Assessment 75					
SS.3.G.4.1	Explain how the environment influences settlement patterns in the United States, Canada, Mexico, and the Caribbean.	N/A	Settling in a Community 16–17, Communities in Regions 18, Rural Communities 33, Suburban Communities 35, Urban Communities 36, Review and Assessment 38, 40, Five Regions of the United States 49, 50–51, The Environment Affects People 68–69, People Modify Environments 70, Effects of Population 71, Review and Assessment 76, Mission San Luis 81, Cultural Groups 82, Cherokee of the Southeast 83, Iroquois of the Northeast 84, Quebec City 106, Early English Communities 110–115, Review and Assessment 122, New Ways to Travel 190–192, Review and Assessment 218, Cultures in Warm and Cold Climates 270–271					

SS.3.G.4.2	Identify the cultures that have settled the United States, Canada, Mexico, and the Caribbean.	N/A	José Martí FL 20, Caribbean Immigrants FL 22, Mission San Luis 79–81, America's First Peoples 82–87, Explorers Sail From Europe 91, Spanish Explorers 92, Early Spanish Communities 98–103, Early French Communities 104–109, Early English Communities 110–115, Review and Assessment 122, 123, 124, A New Home in America 198–203, Review and Assessment 218, Cultural Regions 268–269, Our Nation's Diversity 288–293					
SS.3.G.4.3	Compare the cultural characteristics of diverse populations in one of the five regions of the United States with Canada, Mexico, or the Caribbean.	N/A	Joseph Bruchac, Storyteller 265–267, Cultural Regions 268–269, Cultures in Warm and Cold Climates 270–271, Stories and Culture 278, Dance and Culture 280, Celebrating Independence 284–286, Our Nation's Diversity 288–293, Review and Assessment 296–298					
SS.3.G.4.4	Identify contributions from various ethnic groups to the United States.	N/A	Florida People to Remember FL 18, How Florida Got Its Name FL 23, Cherokee of the Southeast 83, 89, Iroquois of the Northeast 84, Group Cooperation 85, Spanish Exploration in Florida 98–99, Spanish Settlements in California 102–103, French Lose Power in North America 108, Early English Communities 110–115, A New Home in America 199–202, New Ways to Communicate 206–207, New Ideas 214–215, Review and Assessment 218–220, Cultural Regions 268–269, Dance and Culture 280, Harvest Celebrations 286, Review and Assessment 296–298					

OVERALL INSTRUCTIONAL QUALITY	IDENTIFY AN EXAMPLE (WITH PAGE NUMBERS OR LOCATION) DEEMED TYPICAL OF THE APPROACH TAKEN IN THE MAJOR TOOL. The Examples can be from Student or Teacher Instructional Material.	Committee Member Evaluation (Committee Member Use Only) Strongly Agree	Agree	Disagree	Strongly Disagree	
The major tool introduces and builds social studies concepts as a coherent whole. It provides opportunities to students to explore why an idea is important and in which contexts that idea can be useful. In other words, the major tool helps students learn the social studies concepts in depth. Additionally, students are given opportunities to connect conceptual knowledge with procedural knowledge and factual knowledge. Overall, there is an appropriate balance of skill development and conceptual understanding. ***Description:*** *myWorld Social Studies incorporates the Understanding by Design model, co-created by program author Grant Wiggins. This instruction encourages students to Connect to the content, and build knowledge and skills through Experience, which leads to Understanding. Chapter-level Big Questions provide a framework to guide students and help them see the big idea of each chapter. Woven throughout each lesson, activity, and assessment, the Big Questions help students to connect to content by activating prior knowledge and engaging them in each lesson. Through myWorld Social Studies, students will be able to explore concepts, build knowledge, and transfer what they've learned beyond the classroom. "Understanding by Design" is registered as a trademark with the Patent and Trademark Office by the Association for Supervision of Curriculum Development (ASCD). ASCD has not authorized, approved or sponsored this work and is in no way affiliated with Savvas or its products.*	**Chapter 4** **The Big Question:** Big Question: Why do we have government? 126 **my Story Spark: Think** about why leaders make rules. Then **write** about why rules are important. 126 **myStory Video:** myStory: George Washington: America's First President 127 **Got it?:** Lesson 1: **Explain** why American leaders wrote the U.S. Constitution. 135; Lesson 2: **Explain** why we have three branches of government. 143; Lesson 3: **Explain** why people elect local, state, and national leaders. 149 **21st Century Skills:** Critical Thinking: Compare Viewpoints 150 **myStory Book:** Why do we have government? **Think** about our government. **Explain** how your life might be different if our government was not a democracy. Now **draw** a picture to show something you are free to do because our government makes it possible. 155					
Tasks are engaging and interesting enough that students want to pursue them. Real world problems are realistic and relevant to students' lives. ***Description:*** *At the beginning of each chapter, students are introduced to the Big Question and myStory (with Video), both of which help them establish personal meaning and connect to the content in the chapter. As students work through the chapter, the first activity in each lesson is an Envision It! activity that taps into students' prior knowledge and sets the stage for the lesson.*	**Chapter 1** **myStory Spark: Think** about your community. Then **write** about people and places you see around you and what you do on a typical day in your community. 12 **myStory (with Video):** Arizona Communities: Exploring Nearby Communities 13–15 **Envision It!:** 16–17, 24–25, 32–33					
Evaluating differing points of view is encouraged by the tasks presented to students. Tasks require students to make decisions, determine strategies, and justify solutions. ***Description:*** *The worktext enables students to practice important 21st Century Skills, including Target Reading Skills, Collaboration and Creativity Skills, Graph Skills, Map Skills, and Critical Thinking Skills. These lifelong learning skills help students develop their ability to make decisions, determine strategies, and justify solutions.*	**21st Century Learning Online Checklist** 11 **Target Reading Skill:** Sequence FL 23, 3; Chapter 3: 88–89, 91, 95, 101, 102, 107, 109, 114, 121, 124 **Collaboration and Creativity Skills:** Conflict and Cooperation 166–167 **Graph Skills:** Timelines FL 18, FL 26, 96–97 **Map Skills:** Latitude and Longitude 30–31, Interpret Maps 58–59 **Critical Thinking Skills:** Compare Viewpoints 150, Research 294–295					

Tasks engage students in communicating social studies by writing, explaining, drawing, talking, listening, and reading for information. Tasks encourage collaboration, discussion, individual accountability, and positive interdependence. ***Description:*** *Active learning activities in myWorld Social Studies inspire students to obtain an enduring understanding of the content they're studying and to develop confidence and self-direction as they move through both team-based and independent work. Hands-on activities are embedded in the student materials and extended through the Teacher's Guide, Activity Cards, Interactive Whiteboard, and Online Lesson Plan.*	**myStory Spark: Think** about your surroundings. Then **describe** the land and water features and the weather. 42 **Envision It!:** 46–47, 52–53, 60–61 **Got it?:** 51, 95, 143, 209 **myStory Book:** 125, 221 **Interactivities:** 49, 55, 85,133,161, 248					
Students are given opportunities to create and use representations to organize, record, and communicate their thinking. Tasks promote the use of multiple representations. Students use a variety of tools, including both primary and secondary sources, to understand a single concept. ***Description:*** *Throughout the myWorld Social Studies program, students actively engage in acquiring new knowledge and skills. This new knowledge helps them develop a deeper understanding of the Big Question, which they revisit at each lesson through writing, drawing, circling, and underlining content in their own worktext. The worktext format encourages greater interaction with text and more active reading, including a focus on primary and secondary sources.*	**Chapter 6** **myStory Spark:** How does life change throughout history? 186, 195, 203, 209, 217 **myStory (with Video):** Benjamin Franklin: A Man Who Changed History 187–189 **Basal Text:** Travel by Trails and Rivers 190, Rivers and Canals 192, Wagon Trains 192, Railroads Across the Country 193, Highways Across the Nation 194, Airplanes 194 **Primary and Secondary Sources:** 191, 192, 194, 196, 198, 201 **Graphic Organizers:** 209, 211, 219 **Target Reading Skill:** Draw Conclusions 210–211 **Maps:** Lewis and Clark's Journey 191, The Oregon Trail and National Road 193, Immigration from China and Japan, 1848–1900 202					
The social studies connects to other disciplines such as reading, art, mathematics, and science. Tasks represent ideas as interconnected and building upon each other. ***Description:*** *The worktext enables students to practice important Target Reading Skills—essential skills they'll need when reading informational texts throughout their lives. Students may also use their mathematical, scientific, and artistic knowledge in different activities, such as measuring scale on maps, explaining the development and impact of technology on society, or creating a visual representation of a place.*	**Target Reading Skills:** Compare and Contrast 8; Chapter 8: 272 (2), 274–275, 281, 283, 287, 291, 293, 297 **Mathematics:** Map scale 27, 191; Personal Finance 250, 253 **Science: 193, 194, 206, 207–209, 215** **Arts:** 265–267, 276–281					
Content provided that is NOT directly associated with NGSSS benchmarks for the course/grade level is less than approximately ten percent (10%). (Publishers must list ALL content here, not just examples.) ***Description:*** *myWorld Social Studies provides less than 10% extraneous content for this course. Any additional content is included to help create an engaging narrative and provide greater context for students.*	Reading Skills: 1–8 Keys to Good Writing 9–10					

CORRELATION
FLORIDA DEPARTMENT OF EDUCATION
INSTRUCTIONAL MATERIALS CORRELATION
ACCESS POINTS

SUBJECT: Social Studies
GRADE LEVEL: Grade Three
COURSE TITLE: Social Studies - Grade 3
COURSE CODE: 5021050
SUBMISSION TITLE: myWorld Social Studies
TITLE ID: 1876
PUBLISHER: Savvas Learning Company
PUBLISHER ID: 22-1603684-02

ACCESS POINT CODE	ACCESS POINT DESCRIPTION	LESSONS WHERE ACCESS POINT IS DIRECTLY ADDRESSED IN-DEPTH IN MAJOR TOOL (Include page numbers of lesson, a link to lesson, or other identifier for easy lookup for committee member.)	Committee Member Evaluation (Committee Member Use Only) Thoroughly	Highly	Adequately	Minimally	Not At All	
SS.3.A.1.In.a	Identify and use primary sources, such as artifacts and photographs, and secondary sources, such as texts and videos related to important historical figures or events.	Primary and Secondary Sources, 196–197, also see: Photographs, art, and, illustrations, 84, 85, 86, 88, 89, 94, 98, 101, 111, 113, 118, 120, 127, 128, 129, 132, 137, 140, 142, 170, 172, 174, 175, 176, 178, 179, 180, 206, 212, 214, 215, 216, 276						
SS.3.A.1.In.b	Use technology resources to gather information about a historical person or event.	Use the Internet, 197, Research, 294–295						
SS.3.A.1.In.c	Relate the term “history” to events from the past, “geography” to locations, and “economics” to money.	Where Communities Are Located, 24–29, Map Skills: Latitude and Longitude, 30–31, Interpret Maps, 58–59, Land and Water, 46–51, Weather and Climate, 52–57, America’s First Peoples, 82–87, Early Explorers 90–95, Graph Skills: Timelines, 96–97, Early Spanish Communities 98–103, Early French Communities, 104–109, Early English Communities, 110–115, Creating a New Nation, 116–121, Meeting Our Needs and Wants, 226–231, Producers and Consumers, 234–239, Exchanging Goods and Services, 240–245, Spending and Saving, 246–251, Many Different Jobs, 254–259						
SS.3.A.1.Pa.a	Recognize important people or events in artifacts, videos, or photographs.	Photographs, art, and, illustrations, 84, 85, 86, 88, 89, 94, 98, 101, 111, 113, 118, 120, 127, 128, 129, 132, 137, 140, 142, 170, 172, 174, 175, 176, 178, 179, 180, 206, 212, 214, 215, 216, 276						
SS.3.A.1.Pa.b	Use technology to access information.	Use the Internet, 197, Research, 294–295						

SS.3.A.1.Pa.c	Recognize concepts of time, such as morning and afternoon, and concepts of place, such as the location of an activity or event.	Where Communities Are Located, 24–29, Graph Skills: Timelines, 96–97, also see: Sequence, 3, 88, 91, 95, 101, 102, 109, 114, 121, 124, 148, 207, 255, Time, changes in communities over, 20, Map Skills: Latitude and Longitude, 30–31, Interpret Maps, 58–59, Maps, 39, 46–47, 49, 53, 58, 61, 74, 82, 90, 93, 99, 104, 108, 112, 191, 193, 200, 202, 205, 268, Charts, 19, 36, 88, 89, 133, 166, 207, 210, 211, 249, 285, 294						
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SS.3.C.1.In.c	Identify that government is based on a set of written laws that all people must follow.	Constitution, 119, Constitutional Convention, 129, Constitution of the United States, 134–135, 162						
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SS.3.C.1.Pa.b	Recognize that governments have power.	Our Democracy 130–135, Branches of Government 138–143, Levels of Government, 144–149						
SS.3.C.1.Pa.c	Recognize that governments have laws.	Our Democracy, 130–131, Our Rules and Laws, 164–165						
SS.3.C.1.Su.a	Recognize the purpose of rules and laws in the school and community, such as to promote safety, order, and good citizenship.	Why We Need Government, 130–131, Being a Good Citizen, 160–161, Our Responsibilities, 163, Our Rules and Laws, 164–165						
SS.3.C.1.Su.b	Recognize that government gains its power from the people.	Democracy, 131, Freedom and Happiness, 132–133, The States Come Together, 134–135, Representative, 138, Voting, 140, Voting rights, 162, 163, 168, 169						
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SS.3.C.2.Su.a	Recognize actions that contribute to the community, such as respecting property, helping neighbors, and participating in community activities.	What makes a good community?, 41, Good Citizens, Good Deeds 160–165, Collaboration and Creativity: Conflict and Cooperation 166–167, Taking Action for a Cause 176–181, Protecting Resources, 64–65, People and the Land, 72–73						
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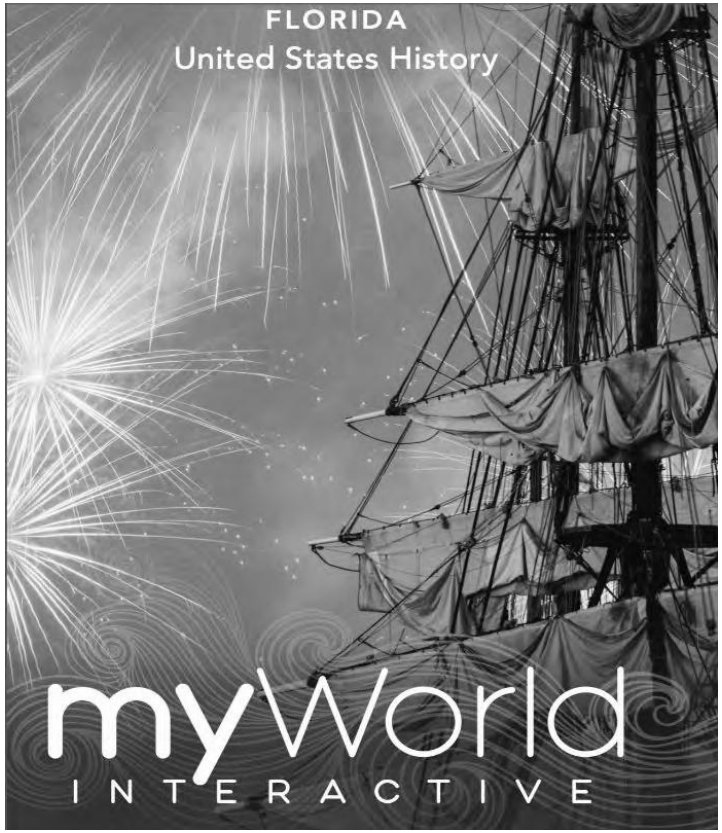

Florida myWorld Interactive: Florida United States History

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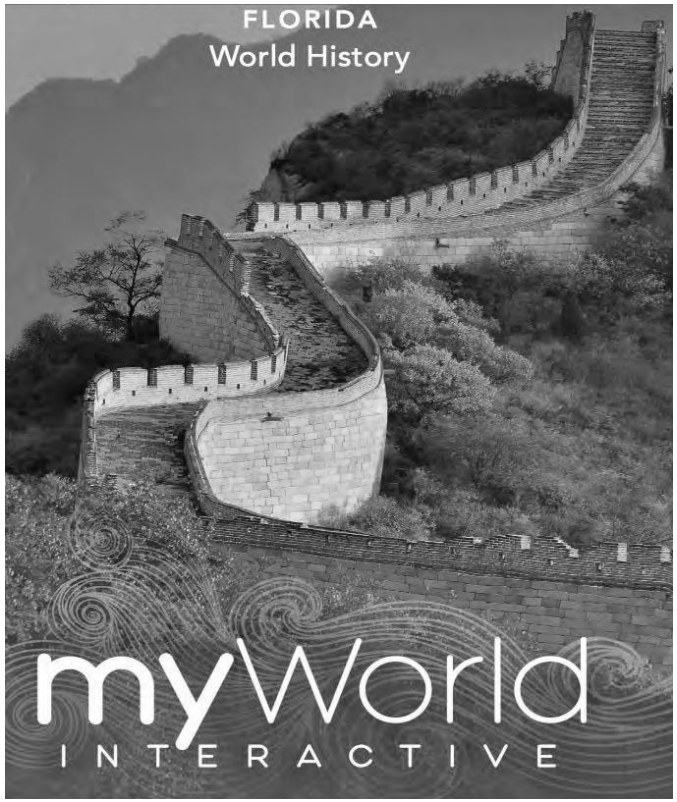

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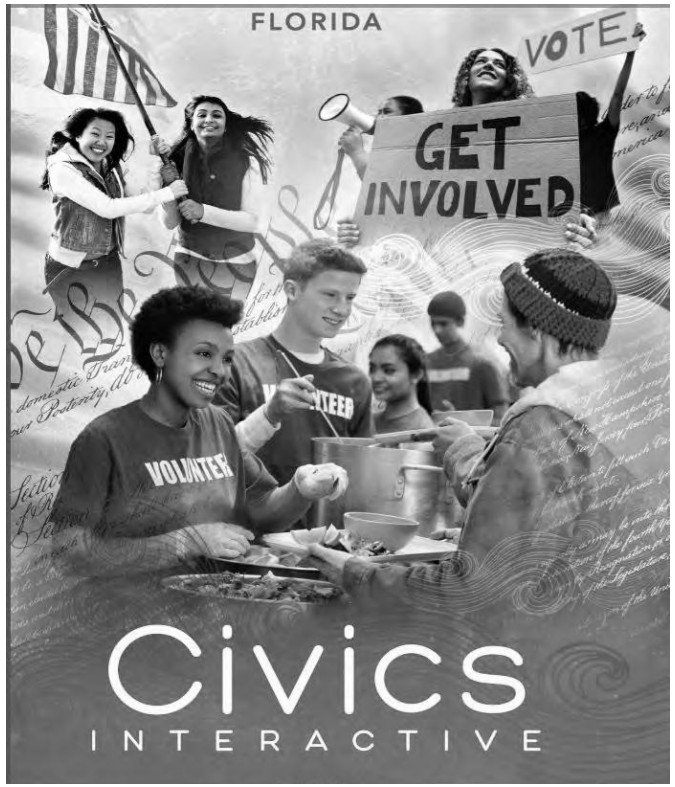

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KnowAtom's K-8 Alignment Guide to Florida's Next Generation Sunshine State Standards

This alignment guide shows how KnowAtom's integrated model of NGSS-designed curriculum is aligned with Florida's Next Generation Sunshine State Standards (NGSSS) in Grades K-8.

Concepts are scaffolded within a grade band, providing students with multiple contexts and opportunities for mastery of Florida's science standards. For that reason, you may see standards from one grade level brought into both earlier and later grade levels within K-2, 3-5, and 6-8. This is intentional for concept introduction and reinforcement and prevents systemic gaps in instruction for transient or absent students.

The curriculum uses storylines that introduce anchor phenomena to provide the purpose and opportunity for students' engagement and learning. Scientific inquiry and the Nature of Science is an integral part of every unit. With KnowAtom, students learn as scientists and engineers, mastering the FL standards by answering questions and solving problems related to real-world phenomena. Through this process, students develop the creative, evaluative, and analytical skills that are foundational to mastery of NGSSS.



KnowAtom™
Focus on what matters.

Grades K-5 Scaffold Summary

	Core Topics	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Earth & Space Science	**Matter, Space and Motion**	**Unit 1:** Weather In Our World*	**Unit 1:** Patterns in the Sky	**Unit 1:** Matter All Around Us	**Unit 1:** Earth in Motion	**Unit 1:** Matter and Energy	**Unit 1:** Matter in Motion
	Earth's Interacting Systems		**Unit 2:** Changing Seasons	**Unit 2:** A Changing Planet* **Unit 3:** Land and Water	**Unit 2:** Weather and Water*	**Unit 2:** Shaping Earth's Surface **Unit 3:** Earth and Human Activity*	**Unit 2:** Earth's Materials **Unit 3:** Water on Earth*
Life Science	**Energy and Ecosystem Dynamics**	**Unit 2:** Living Things Change	**Unit 3:** Seed and Leaves **Unit 4:** Animals on Earth **Unit 5:** Mimicking Plants and Animals* **Unit 6:** Animal Behaviors*	**Unit 4:** Living Earth **Unit 5:** Growing Plants **Unit 6:** Plant and Animal Relationships*	**Unit 3:** Life on Earth **Unit 4:** Life Cycles and Traits	**Unit 4:** Plant and Animal Structures **Unit 5:** Organisms and their Environment	**Unit 4:** Matter and Energy Cycles **Unit 5:** Ecosystem Interactions
Physical Science	**Forces, Motion, and Forms of Energy**	**Unit 3:** Making Things Move*	**Unit 7:** Hearing and Sound **Unit 8:** Sight and Light* **Unit 9:** Communicating Over Distances*	**Unit 7:** Engineering Homes* **Unit 8:** Actions and Reactions **Unit 9:** Balancing Boats*	**Unit 5:** Energy in Motion **Unit 6:** Forces in Our Environment **Unit 7:** Magnetism and Electricity* **Unit 8:** Patterns in Sound* **Unit 9:** Patterns in Light*	**Unit 6:** Energy Transfers* **Unit 7:** Electrical Energy* **Unit 8:** Sound Waves **Unit 9:** Light and Communication*	**Unit 6:** Energy and Forces on Earth* **Unit 7:** Matter and Electricity **Unit 8:** Matter and Sound* **Unit 9:** Light Energy and Matter*

**** Contains Engineering Lessons***

Grades 6-8 Scaffold Summary

		Core Topics	Grade 6	Grade 7	Grade 8
Earth and Space Science	Physical Science	**Energy and Matter**	**Unit 1:** Gravity and Motion **Unit 2:** Atoms and Molecules	**Unit 1:** Discovering Matter*	**Unit 1:** Matter and Movement
		Earth's Place in the Universe and Earth System	**Unit 3:** Satellites* **Unit 4:** Climate and Human Activity*	**Unit 2:** Energy and Earth Materials **Unit 3:** Glaciers and Earth's Past	**Unit 2:** Earth and the Solar System* **Unit 3:** Earth's Changing Climate*
	Life Science	**Biological Structure and Function**	**Unit 5:** Landforms **Unit 6:** Biodiversity **Unit 7:** Cells to Systems	**Unit 4:** Cell Functions **Unit 5:** Cell Division	**Unit 4:** From Molecules to Organisms **Unit 5:** Inheriting Traits **Unit 6:** Human Genetics
		Ecosystem Dynamics	**Unit 8:** Forests	**Unit 6:** Rocky Shores **Unit 7:** Environmental Science*	**Unit 7:** Changing Environments*
Earth Science	Physical Science	**Motion and Stability: Forces and Interactions**	**Unit 9:** Civil Engineering*	**Unit 8:** Mechanical Engineering*	**Unit 8:** Transforming Energy*
		Engineering, Technology, and Applications of Science		**Unit 9:** Communication Technology*	**Unit 9:** Waves and Information Transfer*

**** Contains Engineering Lessons***

KnowAtom Grades K-8 Unit Map

Kindergarten

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Life Science	Organization/ Development of Living Organisms	**K.L.14.1** Recognize the five senses and related body parts.	Unit 1	Units 7-8	
		K.L.14.2 Recognize that some books and other media portray animals and plants with characteristics and behaviors they do not have in real life.	*May be integrated in Unit 2.*		
		K.L.14.3 Observe plants and animals, describe how they are alike and how they are different in the way they look and in the things they do.	Unit 2	Units 3-6	Units 4-6
Earth & Space Science	Earth & Space in Time	**K.E.5.1** Explore the Law of Gravity by investigating how objects are pulled toward the ground unless something holds them up.	Unit 3	Units 2-3	Unit 1-2, 5
		K.E.5.2 Recognize the repeating pattern of day and night.	Unit 1	Unit 1-2	
		K.E.5.3 Recognize that the Sun can only be seen in the daytime.		Unit 1-2	
		K.E.5.4 Observe that sometimes the Moon can be seen at night and sometimes during the day.		Unit 1	
		K.E.5.5 Observe that things can be big and things can be small as seen from Earth.		Unit 1	
		K.E.5.6 Observe that some objects are far away and some are nearby as seen from Earth.		Unit 1	

Kindergarten

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Physical Science	Properties of Matter	**K.P.8.1** Sort objects by observable properties, such as size, shape, color, temperature (hot or cold), weight (heavy or light) and texture.	Units 1-3	Units 2, 6-7,9	Units 1-2, 6-7, 9
	Changes in Matter	**K.P.9.1** Recognize that the shape of materials such as paper and clay can be changed by cutting, tearing, crumpling, smashing, or rolling.	Units 1-3		Unit 1
	Forms of Energy	**K.P.10.1** Observe that things that make sound vibrate.		Unit 7	
	Motion of Objects	**K.P.12.1** Investigate that things move in different ways, such as fast, slow, etc.	Unit 3	Unit 2	Unit 8
	Forces & Changes in Motion	**K.P.13.1** Observe that a push or pull can change the way an object is moving.	Unit 3		Unit 8

Grade 1

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Life Science	Organization Development of Living Organisms	**1.L.14.1** Make observations of living things and their environments using the five senses.	Unit 1	Units 3-6	Units 4-6
		1.L.14.2 Identify the major parts of plants, including stem, roots, leaves, and flowers.	Unit 2	Unit 3	Unit 5
		1.L.14.3 Differentiate between living and nonliving things.	Unit 2	Unit 3	Unit 5
	Heredity/ Reproduction	**1.L.16.1** Make observations that plants and animals closely resemble their parents, but variations exist among individuals within a population.		Unit 3, 6	Units 4-6
	Interdependence	**1.L.17.1** Through observation, recognize that all plants and animals, including humans, need the basic necessities of air, water, food, and space.	Unit 2	Unit 3	Units 4-5
Earth & Space Science	Earth & Space in Time	**1.E.5.1** Observe and discuss that there are more stars in the sky than anyone can easily count and that they are not scattered evenly in the sky.		Unit 1	
		1.E.5.2 Explore the Law of Gravity by demonstrating that Earth's gravity pulls any object on or near Earth toward it even though nothing is touching the object.	Unit 3	Unit 1	Units 2, 8

Grade 1

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Earth & Space Science	Earth & Space in Time	**1.E.5.3** Investigate how magnifiers make things appear bigger and help people see things they could not see without them.		Unit 4	Unit 4
		1.E.5.4 Identify the beneficial and harmful properties of the Sun.	Unit 1	Units 1-3	Units 3-5
	Earth Structures	**1.E.6.1** Recognize that water, rocks, soil, and living organisms are found on Earth's surface.		Unit 2	Units 2-4
		1.E.6.3 Recognize that some things in the world around us happen fast and some happen slowly.		Unit 2	Units 2-3
		1.E.6.2 Describe the need for water and how to be safe around water.	*May be integrated into Units 1-2		*May be integrated into Unit 3
Physical Science	Properties of Matter	**1.P.8.1** Sort objects by observable properties, such as size, shape, color, temperature (hot or cold), weight (heavy or light), texture, and whether objects sink or float.		Units 5-6, 8-9	Units 1, 9
	Motion of Objects	**1.P.12.1** Demonstrate and describe the various ways that objects can move, such as in a straight line, zigzag, back-and-forth, round-and-round, fast, and slow.	Unit 3	Unit 1	Unit 8

	Forces & Changes in Motion	**1.P.13.1** Demonstrate that the way to change the motion of an object is by applying a push or a pull.			Unit 8

Grade 2

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Life Science	**Organization Development of Living Organisms**	**2.L.14.1** Distinguish human body parts (brain, heart, lungs, stomach, muscles, and skeleton) and their basic functions.	**Human body parts and their functions are explored in more depth in Grades 4-8.*		
	Heredity/ Reproduction	**2.L.16.1** Observe and describe major stages in the life cycle of plants and animals, including beans and butterflies.		Units 3-4	**Units 5-6**
	Interdependence	**2.L.17.1** Compare and contrast the basic needs that all living things, including humans, have for survival.		Units 3-5	**Units 4-7**
		2.L.17.2 Recognize and explain that living things are found all over Earth, but each is only able to live in habitats that meet its basic needs.		Units 3-5	**Unit 4**
Earth & Space Science	**Earth Structures**	**2.E.6.1** Recognize that Earth is made up of rocks. Rocks come in many sizes and shapes.			**Units 2-3**

Grade 2

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Earth & Space Science	Earth Structures	**2.E.6.2** Describe how small pieces of rock and dead plant and animal parts can be the basis of soil and explain the process by which soil is formed.		Unit 3	Units 2-3
		2.E.6.3 Classify soil types based on color, texture (size of particles), the ability to retain water, and the ability to support the growth of plants.	*Elements of this standard are explored in Grade 2 Units 2-3, & 5 and more fully in Grade 4 Units 2-3*		
	Earth Systems & Patterns	**2.E.7.1** Compare and describe changing patterns in nature that repeat themselves, such as weather conditions including temperature and precipitation, day to day and season to season.	Units 1-2	Units 1-2	Units 2-3
		2.E.7.2 Investigate by observing and measuring, that the Sun's energy directly and indirectly warms the water, land, and air.	Unit 1	Unit 2	Units 1-3
		2.E.7.3 Investigate, observe and describe how water left in an open container disappears (evaporates), but water in a closed container does not disappear (evaporate).		Unit 2	Unit 3
		2.E.7.4 Investigate that air is all around us and that moving air is wind.	Unit 1	Unit 2	Units 2-3
		2.E.7.5 State the importance of preparing for severe weather, lightning, and other weather-related events.	Unit 1		*May be integrated in Units 2-3*

Grade 2

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Physical Science	Properties of Matter	**2.P.8.1** Observe and measure objects in terms of their properties, including size, shape, color, temperature, weight, texture, sinking or floating in water, and attraction and repulsion of magnets.			Unit 1-2, 8-9 **Magnetism is explored in Grade 3.*
		2.P.8.2 Identify objects and materials as solid, liquid, or gas.		Unit 2	Unit 1, 3
		2.P.8.3 Recognize that solids have a definite shape and that liquids and gases take the shape of their container.			Unit 1, 3
		2.P.8.4 Observe and describe water in its solid, liquid, and gaseous states.		Unit 2	Units 1-3
		2.P.8.5 Measure and compare temperature taken every day at the same time.	Unit 1		**Grade 3 Unit 2*
		2.P.8.6 Measure and compare the volume of liquids using containers of various shapes and sizes.		Unit 2	Unit 1-3, 7, 9
	Changes in Matter	**2.P.9.1** Investigate that materials can be altered to change some of their properties, but not all materials respond the same way to any one alteration.	Units 1, 3	Units 5-6, 8-9	Units 1, 2, 6, 7 & 9

Grade 2

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standard is Integrated in KnowAtom		
			Kindergarten	Grade 1	Grade 2
Physical Science	Forms of Energy	**2.P.10.1** Discuss that people use electricity or other forms of energy to cook their food, cool or warm their homes, and power their cars.	**Grade 2 Unit 1 explores elements of this idea. This idea is explored more fully in Grades 3-5.*		
	Forces & Changes in Motion	**2.P.13.1** Investigate the effect of applying various pushes and pulls on different objects.	Unit 1		**Unit 8**
		2.P.13.3 Recognize that objects are pulled toward the ground unless something holds them up.	Unit 3		**Units 1, 3, 8**
		2.P.13.4 Demonstrate that the greater the force (push or pull) applied to an object, the greater the change in motion of the object.	Unit 3		**Unit 8** **Also explored in Grade 3 Unit 1 & 5*
		2.P.13.2 Demonstrate that magnets can be used to make some things move without touching them.	**Magnetism is explored in Grades 3-5*		

Grade 3

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Life Science	Organization & Development of Living Organisms	**3.L.14.1** Describe structures in plants and their roles in food production, support, water and nutrient transport, and reproduction.	Units 3-4	Units 4-5	Unit 4
		3.L.14.2 Investigate and describe how plants respond to stimuli (heat, light, gravity), such as the way plant stems grow toward light and their roots grow downward in response to gravity.		Units 4-5	Unit 4
	Diversity & Evolution of Living Organisms	**3.L.15.1** Classify animals into major groups (mammals, birds, reptiles, amphibians, fish, arthropods, vertebrates and invertebrates, those having live births and those which lay eggs) according to their physical characteristics and behaviors.	*May be integrated in Unit 3 & 4*		
		3.L.15.2 Classify flowering and nonflowering plants into major groups such as those that produce seeds, or those like ferns and mosses that produce spores, according to their physical characteristics.	*May be integrated in Units 3 & 4*	*May be integrated in Units 4 & 5*	*May be integrated in Units 4 & 5*

	Interdependence	**3.L.17.1** Describe how animals and plants respond to changing seasons.	**Unit 2**	Units 4-5	Units 4-5
		3.L.17.2 Recognize that plants use energy from the Sun, air, and water to make their own food.	**Units 3-4**	Units 4-5	Units 4-5

Grade 3

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Earth & Space Science	**Earth & Space in Time**	**3.E.5.1** Explain that stars can be different; some are smaller, some are larger, and some appear brighter than others; all except the Sun are so far away that they look like points of light.	**Unit 1**	Unit 1	Unit 1
		3.E.5.2 Identify the Sun as a star that emits energy; some of it in the form of light.	**Unit 1**	Unit 1	Unit 1
		3.E.5.3 Recognize that the Sun appears large and bright because it is the closest star to Earth.	**Unit 1**	Unit 1	Unit 1
		3.E.5.5 Investigate that the number of stars that can be seen through telescopes is dramatically greater than those seen by the unaided eye.	**May be integrated in Unit 1*	**May be integrated in Unit 1*	**May be integrated in Unit 1*

Grade 3

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Earth & Space Science	**Earth & Space in Time**	**3.E.5.4** Explore the Law of Gravity by demonstrating that gravity is a force that can be overcome.	Unit 1	Unit 1	Unit 1
	Earth Structures	**3.E.6.1** Demonstrate that radiant energy from the Sun can heat objects and when the Sun is not present, heat may be lost.	Unit 2	Unit 2	Unit 3
Physical Science	**Properties of Matter**	**3.P.8.1** Measure & compare temperatures of various samples of solids & liquids.	*May be integrated in Units 1-2*		
		3.P.8.2 Measure and compare the mass and volume of solids and liquids.	*May be integrated in Units 1-2*		
		3.P.8.3 Compare materials and objects according to properties such as size, shape, color, texture, and hardness.	Units 2, 6-9	Units 3, 6-9	Units 3, 6, 8-9
	Changes in Matter	**3.P.9.1** Describe the changes water undergoes when it changes state through heating and cooling by using familiar scientific terms such as melting, freezing, boiling, evaporation, and condensation.	Units 1-2	Unit 2	Units 2-3

Grade 3

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Physical Science	Forms of Energy	**3.P.10.2** Recognize that energy has the ability to cause motion or create change.	Units 1, 5-6	Units 1 & 6	Unit 6
		3.P.10.1 Identify some basic forms of energy such as light, heat, sound, electrical, and mechanical.	Units 1-3, 5-9	Units 1-9	Units 1-9
		3.P.10.3 Demonstrate that light travels in a straight line until it strikes an object or travels from one medium to another.	Unit 9	Unit 9	Unit 9
		3.P.10.4 Demonstrate that light can be reflected, refracted, and absorbed.	Unit 9	Unit 9	Unit 9
	Energy Transfer & Transformations	**3.P.11.1** Investigate, observe, and explain that things that give off light often also give off heat.	Units 2-3, 9	Units 2-3, 9	Units 4, 9
		3.P.11.2 Investigate, observe, and explain that heat is produced when one object rubs against another, such as rubbing one's hands together.	Unit 5	Unit 6	Unit 6

Grade 4

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Life Science	Heredity & Reproduction	**4.L.16.1** Identify processes of sexual reproduction in flowering plants, including pollination, fertilization (seed production), seed dispersal, and germination.	Unit 4	Units 4-5	Units 4-5
		4.L.16.2 Explain that although characteristics of plants and animals are inherited, some characteristics can be affected by the environment.	Unit 4	Unit 5	Unit 5
		4.L.16.3 Recognize that animal behaviors may be shaped by heredity and learning.	Unit 4	Unit 5	Unit 5
		4.L.16.4 Compare and contrast the major stages in the life cycles of Florida plants and animals, such as those that undergo incomplete and complete metamorphosis, and flowering and non-flowering seed-bearing plants.	Unit 4	Units 4-5 **Flowering and non-flowering plants may be integrated.*	
	Interdependence	**4.L.17.1** Compare the seasonal changes in Florida plants and animals to those in other regions of the country.	**May be integrated in Unit 3*	**May be integrated in Units 3-5*	**May be integrated in Unit 3*

Grade 4

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Life Science	Interdependence	**4L.17.2** Explain that animals, including humans, cannot make their own food and that when animals eat plants or other animals, the energy stored in the food source is passed to them.	Unit 3	Units 4-5	Units 4-5
		4.L.17.3 Trace the flow of energy from the Sun as it is transferred along the food chain through the producers to the consumers.	Unit 3	Units 4-5	Units 4-5
		4.L.17.4 Recognize ways plants and animals, including humans, can impact the environment.	Unit 3	Unit 5	

Grade 4

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Earth & Space Science	Earth & Space in Time	**4.E.5.1** Observe the patterns of stars in the sky stay the same although they appear to shift across the sky nightly, and different stars can be seen in different seasons,		Unit 1	Unit 1
		4.E.5.2 Describe the changes in the observable shape of the moon over the course of about a month.		*May be integrated in Unit 1	Unit 1
		4.E.5.4 Relate that the rotation of Earth (day and night) and apparent movements of the Sun, moon, and stars are connected.	Unit 1	Unit 1	Unit 1
		4.E.5.3 Recognize that Earth revolves around the Sun in a year and rotates on its axis in a 24-hour day.	Unit 1	Unit 1	Unit 1
		4.E.5.5 Investigate and report the effects of space research and exploration on the economy and culture of Florida.		*May be integrated in Unit 1	
	Earth Structures	**4.E.6.1** Identify three categories of rocks: igneous, (formed from molten); sedimentary (pieces of other rocks and fossilized organisms); and metamorphic (formed from heat and pressure).		Unit 2	Unit 2

Grade 4

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Earth & Space Science	Earth Structures	**4.E.6.2** Identify the physical properties of common earth-forming materials, including hardness, color, luster, cleavage, and streak color, and recognize the role of minerals in the formation of rocks.		*May be integrated in Unit 2	Unit 2
		4.E.6.4 Describe the basic differences between physical weathering (breaking down of rock by wind, water, ice, temperature change, and plants) and erosion (movement of rock by gravity, wind, water, and ice).	Unit 2	Unit 2	Units 2-3
		4.E.6.3 Recognize that humans need resources found on Earth and that these are either renewable or nonrenewable.		Units 2-3	
		4.E.6.6 Identify resources available in Florida (water, phosphate, oil, limestone, silicon, wind, and solar energy).		*May be integrated in Units -3	
		4.E.6.5 Investigate how technology & tools help extend the ability of humans to observe very small things & very large things.		Unit 2	Unit 2

Grade 4

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Physical Science	**Properties of Matter**	**4.P.8.1** Measure and compare objects and materials based on their physical properties including: mass, shape, volume, color, hardness, texture, odor, taste, attraction to magnets.		*May be integrated in Unit 2	Unit 2
		4.P.8.2 Identify properties and common uses of water in each of its states.	Unit 2	Units 1-3	Unit 1 & 3
		4.P.8.3 Explore the Law of Conservation of Mass by demonstrating that the mass of a whole object is always the same as the sum of the masses of its parts.			Unit 1
		4.P.8.4 Investigate and describe that magnets can attract magnetic materials and attract and repel other magnets.	Unit 7	Unit 7	Unit 7

Grade 4

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Physical Science	Changes in Matter	**4.P.9.1** Identify some familiar changes in materials that result in other materials with different characteristics, such as decaying animal or plant matter, burning, rusting, and cooking.		*May be integrated in Unit 1 & 5	Unit 1
	Forms of Energy	**4.P.10.2** Investigate and describe that energy has the ability to cause motion or create change.	Units 1 & 5	Units 1, 6-8	Units 1, 6-9
		4.P.10.1 Observe and describe some basic forms of energy, including light, heat, sound, electrical, and the energy of motion.	Units 5, 8-9	Units 6-9	Units 6-9
		4.P.10.3 Investigate and explain that sound is produced by vibrating objects and that pitch depends on how fast or slow the object vibrates.	Unit 8	Unit 8	Unit 8
		4.P.10.4 Describe how moving water and air are sources of energy and can be used to move things.		Units 1-3, 8	Units 1
	Energy Transfer & Transformations	**4.P.11.1** Recognize that heat flows from a hot object to a cold object and that heat flow may cause materials to change temperature.	Units 1-2	Units 1-2	Units 1-3
		4.P.11.2 Identify common materials that conduct heat well or poorly.		*May be integrated in Units 1-2	
		4.P.12.1 Recognize that an object in motion always changes its position and may change its direction.	Units 1 and 5	Unit 1	Units 1 & 6

	Motion of Objects	**4.P.12.2** Investigate and describe that the speed of an object is determined by the distance it travels in a unit of time and that objects can move at different speeds.	Unit 5	**Unit 1**	

Grade 5

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Life Science	Organization & Development of Living Organisms	**5.L.14.1** Identify the organs in the human body and describe their functions, including the skin, brain, heart, lungs, stomach, liver, intestines, pancreas, muscles and skeleton, reproductive organs, kidneys, bladder, and sensory organs.		*May be integrated in Unit 4.	
		5.L.14.2 Compare and contrast the function of organs and other physical structures of plants and animals, including humans, for example: some animals have skeletons for support -- some with internal skeletons others with exoskeletons -- while some plants have stems for support.	Unit 4	Units 4-5	
	Diversity & Evolution of Living Organisms	**5.L.15.1** Describe how, when the environment changes, differences between individuals allow some plants and animals to survive and reproduce while others die or move to new locations.	Unit 3	Unit 5	Unit 5
	Interdependence	**5.L.17.1** Compare and contrast adaptations displayed by animals and plants that enable them to survive in different environments such as life cycles variations, animal behaviors and physical characteristics.	Unit 4	Unit 5	Unit 5

Grade 5

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Earth & Space Science	Earth & Space in Time	**5.E.5.1** Recognize that a galaxy consists of gas, dust, and many stars, including any objects orbiting the stars. Identify our home galaxy as the Milky Way.	Unit 1	Unit 1	Unit 1
		5.E.5.2 Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets.		Unit 1	Unit 1
		5.E.5.3 Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.	Unit 1	Unit 1	Unit 1
	Earth Systems & Patterns	**5.E.7.1** Create a model to explain the parts of the water cycle. Water can be a gas, a liquid, or a solid and can go back and forth from one state to the other.	Unit 2	Unit 2	Unit 3
		5.E.7.2 Recognize that the ocean is an integral part of the water cycle and is connected to all of Earth's water reservoirs via evaporation and precipitation processes.	Unit 2	Unit 3	Unit 3
		5.E.7.7 Design a family preparedness plan for natural disasters and identify the reasons for having such a plan.			**May be integrated in Unit 3*
		5.E.7.3 Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and	Unit 2	Unit 3	Unit 3

		precipitation determine the weather in a particular place and time.			
		5.E.7.4 Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time.	Unit 2	Unit 3	**Unit 3**
		5.E.7.5 Recognize that some weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains.	Unit 2-3	Unit 3	**Unit 3**
Physical Science	**Properties of Matter**	**5.P.8.1** Compare and contrast the basic properties of solids, liquids, and gases, such as mass, volume, color, texture, and temperature.	Unit 1-2	Unit 1	**Unit 1-3**
		5.P.8.2 Investigate and identify materials that will dissolve in water and those that will not and identify the conditions that will speed up or slow down the dissolving process.			***May be integrated in Unit 3***
		5.P.8.4 Explore the scientific theory of atoms (also called atomic theory) by recognizing that all matter is composed of parts that are too small to be seen without magnification.	Unit 1	Unit 1	**Unit 1**
		5.P.8.3 Demonstrate and explain that mixtures of solids can be separated based on observable properties of their parts such as particle size, shape, color, and magnetic attraction.			***May be integrated in Units 1-2***

Grade 5

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Physical Science	Changes in Matter	**5.P.9.1** Investigate and describe that many physical and chemical changes are affected by temperature.	**This concept is explored in Grades 6-8*		
	Forms of Energy	**5.P.10.1** Investigate and describe some basic forms of energy, including light, heat, sound, electrical, chemical, and mechanical.	Units 5, 8-9	Units 6-9	**Units 6-9**
		5.P.10.2 Investigate and explain that energy has the ability to cause motion or create change.	Unit 5	Unit 1	**Units 1-3**
		5.P.10.3 Investigate and explain that an electrically-charged object can attract an uncharged object and can either attract or repel another charged object without any contact between the objects.	Unit 7	Unit 7	**Unit 7**
		5.P.10.4 Investigate and explain that electrical energy can be transformed into heat, light, and sound energy, as well as the energy of motion.		Unit 7	**Unit 7**
	Energy Transfer/ Transformations	**5.P.11.1** Investigate and illustrate the fact that the flow of electricity requires a closed circuit (a complete loop).	Unit 7	Unit 7	**Unit 7**
		5.P.11.2 Identify & classify materials that conduct electricity & materials that do not.	Unit 7	Unit 7	**Unit 7**

Grade 5

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 3	Grade 4	Grade 5
Physical Science	**Forces & Changes in Motion**	**5.P.13.1** Identify familiar forces that cause objects to move, such as pushes or pulls, including gravity acting on falling objects.	Units 1, 5	Units 1, 6	**Unit 6**
		5.P.13.2 Investigate and describe that the greater the force applied to it, the greater the change in motion of a given object.	Units 1, 5-6	Units 1, 6	**Unit 6**
		5.P.13.3 Investigate and describe that the more mass an object has, the less effect a given force will have on the object's motion.		Unit 1	**May be integrated in Unit 1*
		5.P.13.4 Investigate and explain that when a force is applied to an object but it does not move, it is because another opposing force is being applied by something in the environment so that the forces are balanced.	Unit 1, 5-6	Unit 1, 6	**Unit 1, 6**

Grade 6

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Earth & Space Science	Earth Structures	**SC.6.E.6.1** Describe and give examples of ways in which Earth's surface is built up and torn down by physical and chemical weathering, erosion, and deposition.	Unit 5	Units 2-3, 7	
		SC.6.E.6.1 Recognize that there are a variety of different landforms on Earth's surface such as coastlines, dunes, rivers, mountains, glaciers, deltas, and lakes and relate these landforms as they apply to Florida.	Unit 5 **Florida connections may be integrated*	Units 2-3, 7	
	Earth Systems and Patterns	**SC.6.E.7.1** Differentiate among radiation, conduction, and convection, the three mechanisms by which heat is transferred through Earth's system.	Unit 5	Units 2-3, 7	
		SC.6.E.7.2 Investigate and apply how the cycling of water between the atmosphere and hydrosphere has an effect on weather patterns and climate.	Units 4-5	Unit 3, 7	Unit 2
		SC.6.E.7.3 Describe how global patterns such as the jet stream and ocean currents influence local weather in measurable terms such as temperature, air pressure, wind direction and speed, and humidity and precipitation.	Unit 4		Unit 3
		SC.6.E.7.4 Differentiate and show interactions among the geosphere, hydrosphere, cryosphere, atmosphere, and biosphere.	Units 4-8	Units 2-4, 6-7	Units 2-4, 7

Grade 6

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Earth & Space Science	Earth Systems and Patterns	**SC.6.E.7.5** Explain how energy provided by the sun influences global patterns of atmospheric movement and the temperature differences between air, water, and land.	*May be integrated in Unit 4		Unit 3
		SC.6.E.7.6 Differentiate between weather and climate.	Unit 4	Unit 3	Unit 3
		SC.6.E.7.7 Investigate how natural disasters have affected human life in Florida.	*May be integrated in Unit 4		
		SC.6.E.7.8 Describe ways human beings protect themselves from hazardous weather and sun exposure.	*May be integrated in Unit 4 or 9		
		SC.6.E.7.9 Describe how the composition and structure of the atmosphere protects life and insulates the planet.	*May be integrated in Unit 4		Unit 3

Grade 6

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Life Science	Organization & Development of Living Organisms	**SC.6.L.14.1** Describe and identify patterns in the hierarchical organization of organisms from atoms to molecules and cells to tissues to organs to organ systems to organisms.	Units 6-7	Units 4-5	Unit 4
		SC.6.L.14.2 Investigate and explain the components of the scientific theory of cells (cell theory): all organisms are composed of cells (single-celled or multi-cellular), all cells come from pre-existing cells, and cells are the basic unit of life.	Units 6, 8	Unit 4	Unit 4
		SC.6.L.14.3 Recognize and explore how cells of all organisms undergo similar processes to maintain homeostasis, including extracting energy from food, getting rid of waste, and reproducing.	Units 6, 8	Unit 4	Unit 4
		SC.6.L.14.4 Compare and contrast the structure and function of major organelles of plant and animal cells, including cell wall, cell membrane, nucleus, cytoplasm, chloroplasts, mitochondria, and vacuoles.	Units 6, 8	Unit 4	Unit 4
		SC.6.L.14.5 Identify and investigate the general functions of the major systems of the human body (digestive, respiratory, circulatory, reproductive, excretory, immune, nervous, and musculoskeletal) and describe ways these systems interact with each other to maintain homeostasis.	Unit 7		Unit 4

		SC.6.L.14.6 Compare and contrast types of infectious agents that may infect the human body, including viruses, bacteria, fungi, and parasites.	**May be integrated in Unit 7*		

Grade 6

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Nature of Science	**The Role of Theories, Laws, Hypotheses, and Models**	**SC.6.N.3.1** Recognize and explain that a scientific theory is a well-supported and widely accepted explanation of nature and is not simply a claim posed by an individual. Thus, the use of the term theory in science is very different than how it is used in everyday life.	**Units 1-9**	Units 1-9	Units 1-9
		SC.6.N.3.2 Recognize and explain that a scientific law is a description of a specific relationship under given conditions in the natural world. Thus, scientific laws are different from societal laws.	**This differentiation may be integrated in Units 1-9*	**This differentiation may be integrated in Units 1-9*	**This differentiation may be integrated in Units 1-9*
		SC.6.N.3.3 Give several examples of scientific laws.	**Units 1-9**	Units 1-9	Units 1-9
		SC.6.N.3.4 Identify the role of models in the context of the sixth grade science benchmarks.	**Units 1-9**	Units 1-9	Units 1-9

Grade 6

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Physical Science	Energy Transfer & Transformations	**SC.6.P.11.1** Explore the Law of Conservation of Energy by differentiating between potential and kinetic energy. Identify situations where kinetic energy is transformed into potential energy and vice versa.	Unit 1	Unit 8	Unit 1
	Motion of Objects	**SC.6.P.12.1** Measure and graph distance versus time for an object moving at a constant speed. Interpret this relationship.		Unit 8	
	Forces and Changes in Motion	**SC.6.P.13.1** Investigate and describe types of forces including contact forces and forces acting at a distance, such as electrical, magnetic, and gravitational.	Unit 1	Unit 3, 9 *Magnetic and electrical forces	Unit 1, 8 *Magnetic and electrical forces
		SC.6.P.13.2 Explore the Law of Gravity by recognizing that every object exerts gravitational force on every other object and that the force depends on how much mass the objects have and how far apart they are.	Unit 1, 3	Unit 3, 6	Unit 2
		SC.6.P.13.3 Investigate and describe that an unbalanced force acting on an object changes its speed, or direction of motion, or both.	Units 1-3, 9	Unit 8	Unit 8

Grade 7

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Earth and Space Science	Earth Structures	**SC.7.E.6.1** Describe the layers of the solid Earth, including the lithosphere, the hot convecting mantle, and the dense metallic liquid and solid cores.	Unit 5	Unit 2	
		SC.7.E.6.2 Identify the patterns within the rock cycle and relate them to surface events (weathering and erosion) and sub-surface events (plate tectonics and mountain building).	Unit 5	Unit 2	
		SC.7.E.6.3 Identify current methods for measuring the age of Earth and its parts, including the law of superposition and radioactive dating.	Unit 5	Units 2-3	
		SC.7.E.6.4 Explain and give examples of how physical evidence supports scientific theories that Earth has evolved over geologic time due to natural processes.	Unit 5	Units 2-3	
		SC.7.E.6.5 Explore the scientific theory of plate tectonics by describing how the movement of Earth's crustal plates causes both slow and rapid changes in Earth's surface, including volcanic eruptions, earthquakes, and mountain building.	Unit 5	Unit 2	
		SC.7.E.6.6 Identify the impact that humans have had on Earth, such as deforestation, urbanization, desertification, erosion, air and water quality, changing the flow of water.	Unit 8	Unit 7	Unit 7
		SC.7.E.6.7 Recognize that heat flow and movement of material within Earth causes earthquakes and volcanic eruptions, and creates mountains and ocean basins.	Unit 5	Unit 2	

Grade 7

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Life Science	Diversity and Evolution of Living Organisms	**SC.7.L.15.1** Recognize that fossil evidence is consistent with the scientific theory of evolution that living things evolved from earlier species.	Unit 6	Unit 3	Units 4, 6
		SC.7.L.15.2 Explore the scientific theory of evolution by recognizing and explaining ways in which genetic variation and environmental factors contribute to evolution by natural selection and diversity of organisms.	Unit 6		Units 4, 6
		SC.7.L.15.3 Explore the scientific theory of evolution by relating how the inability of a species to adapt within a changing environment may contribute to the extinction of that species.	Unit 6		Units 5-6
	Heredity and Reproduction	**SC.7.L.16.1** Understand and explain that every organism requires a set of instructions that specifies its traits, that this hereditary information (DNA) contains genes located in the chromosomes of each cell, and that heredity is the passage of these instructions from one generation to another.		Unit 5	Units 5-6
		SC.7.L.16.2 Determine the probabilities for genotype and phenotype combinations using Punnett Squares and pedigrees.		Unit 5	Units 5-6

Grade 7

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Life Science	Heredity and Reproduction	**SC.7.L.16.3** Compare and contrast the general processes of sexual reproduction requiring meiosis and asexual reproduction requiring mitosis.	Unit 6	Unit 5	Units 5-6
		SC.7.L.16.4 Recognize and explore the impact of biotechnology (cloning, genetic engineering, artificial selection) on the individual, society and the environment.		Unit 5	Units 5-6
	Interdependence	**SC.7.L.17.1** Explain and illustrate the roles of and relationships among producers, consumers, and decomposers in the process of energy transfer in a food web.	Unit 8	Unit 6	Unit 7
		SC.7.L.17.2 Compare and contrast the relationships among organisms such as mutualism, predation, parasitism, competition, and commensalism.	Unit 8	Unit 6	Unit 7
		SC.7.L.17.3 Describe and investigate various limiting factors in the local ecosystem and their impact on native populations, including food, shelter, water, space, disease, parasitism, predation, and nesting sites.	Unit 8	Unit 6-7	Unit 7

Grade 7

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Nature of Science	**The Practice of Science**	**SC.7.N.1.1** Define a problem from the seventh grade curriculum, use appropriate reference materials to support scientific understanding, plan and carry out scientific investigation of various types, such as systematic observations or experiments, identify variables, collect and organize data, interpret data in charts, tables, and graphics, analyze information, make predictions, and defend conclusions.	Units 1-9	**Units 1-9**	Units 1-9
		SC.7.N.1.2 Differentiate replication (by others) from repetition (multiple trials).	Units 3-4, 9	**Units 1, 7-9**	Units 2-3, 7-9
		SC.7.N.1.3 Distinguish between an experiment (which must involve the identification and control of variables) and other forms of scientific investigation and explain that not all scientific knowledge is derived from experimentation.	Units 1-9	**Units 1-9**	Units 1-9
		SC.7.N.1.4 Identify test variables (independent variables) and outcome variables (dependent variables) in an experiment.	Units 1-9	**Units 1-9**	Units 1-3, 6-9
		SC.7.N.1.5 Describe the methods used in the pursuit of a scientific explanation as seen in different fields of science such as biology, geology, and physics.	**May be integrated in Units 1-9*	****May be integrated in Units 1-9***	**May be integrated in Units 1-9*

Grade 7

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Nature of Science	The Practice of Science	**SC.7.N.1.6** Explain that empirical evidence is the cumulative body of observations of a natural phenomenon on which scientific explanations are based.	Units 1-9	Units 1-9	Units 1-9
		SC.7.N.1.7 Explain that scientific knowledge is the result of a great deal of debate and confirmation within the science community.	Units 1-9	Units 1-9	Units 1-9
	The Characteristics of Scientific Knowledge	**SC.7.N.2.1** Identify an instance from the history of science in which scientific knowledge has changed when new evidence or new interpretations are encountered.	Unit 1	Units 1, 3, 9	Units 1-3
	The Role of Theories, Laws, Hypotheses, and Models	**SC.7.N.3.1** Recognize and explain the difference between theories and laws and give several examples of scientific theories and the evidence that supports them.	Units 1-9	Units 1-9	Units 1-9
		SC.7.N.3.2 Identify the benefits and limitations of the use of scientific models.	Units 1-9	Units 1-9	Units 1-9

Grade 7

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Physical Science	Forms of Energy	**SC.7.P.10.1** Illustrate that the sun's energy arrives as radiation with a wide range of wavelengths, including infrared, visible, and ultraviolet, and that white light is made up of a spectrum of many different colors.	Unit 3	Unit 6 *Only some elements explored in this grade level.	Unit 9
		SC.7.P.10.2 Observe and explain that light can be reflected, refracted, and/or absorbed.	Unit 3		Unit 9
		SC.7.P.10.3 Recognize that light waves, sound waves, and other waves move at different speeds in different materials.	Unit 3		Unit 9
	Energy Transfer and Transformations	**SC.7.P.11.1** Recognize that adding heat to or removing heat from a system may result in a temperature change and possibly a change of state.	Unit 2	Units 1-2, 6	Unit 1, 8
		SC.7.P.11.2 Investigate and describe the transformation of energy from one form to another.	Unit 1-3	Units 1-2, 6, 8	Unit 1, 8
		SC.7.P.11.3 Cite evidence to explain that energy cannot be created nor destroyed, only changed from one form to another.	Units 1-3	Unit 1-3, 7-8	Units 1-3, 7-8
		SC.7.P.11.4 Observe and describe that heat flows in predictable ways, moving from warmer objects to cooler ones until they reach the same temperature.	Unit 2-5	Units 1-2	Units 1-2

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Earth and Space Science	Earth in Space and Time	**SC.8.E.5.1** Recognize that there are enormous distances between objects in space and apply our knowledge of light and space travel to understand this distance.	Unit 3		Unit 2
		SC.8.E.5.2 Recognize that the universe contains many billions of galaxies and that each galaxy contains many billions of stars.			Unit 2
		SC.8.E.5.3 Distinguish the hierarchical relationships between planets and other astronomical bodies relative to solar system, galaxy, and universe, including distance, size, and composition.			Unit 2
		SC.8.E.5.4 Explore the Law of Universal Gravitation by explaining the role that gravity plays in the formation of planets, stars, and solar systems and in determining their motions.			Unit 2
		SC.8.E.5.5 Describe and classify specific physical properties of stars: apparent magnitude (brightness), temperature (color), size, and luminosity (absolute brightness).			**May be integrated in Unit 2.*
		SC.8.E.5.6 Create models of solar properties including: rotation, structure of the Sun, convection, sunspots, solar flares, and prominences.			**May be integrated in Unit 2.*

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Earth and Space Science	Earth in Space and Time	**SC.8.E.5.7** Compare and contrast the properties of objects in the Solar System including the Sun, planets, and moons to those of Earth, such as gravitational force, distance from the Sun, speed, movement, temperature, and atmospheric conditions.	Unit 3		Unit 2
		SC.8.E.5.8 Compare various historical models of the Solar System, including geocentric and heliocentric.	Unit 3		Unit 2
		SC.8.E.5.9 Explain the impact of objects in space on each other including: 1. the Sun on the Earth including seasons and gravitational attraction2. the Moon on the Earth, including phases, tides, and eclipses, and the relative position of each body.	**Elements of these ideas are explored in Units 3-4.*	**Elements of these ideas are explored in Unit 6.*	Unit 2
		SC.8.E.5.10 Assess how technology is essential to science for such purposes as access to outer space and other remote locations, sample collection, measurement, data collection and storage, computation, and communication of information.	Unit 3		Unit 9
		SC.8.E.5.11 Identify and compare characteristics of the electromagnetic spectrum such as wavelength, frequency, use, and hazards and recognize its application to an understanding of planetary images and satellite photographs.	**Elements of these ideas are explored in Unit 3.*		**Elements of these ideas are explored in Unit 9.*
		SC.8.E.5.12 Summarize the effects of space exploration on the economy and culture of Florida.	**May be integrated in Unit 3.*		**May be integrated in Unit 2.*

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Life Science	Matter and Energy Transformations	**SC.8.L.18.1** Describe and investigate the process of photosynthesis, such as the roles of light, carbon dioxide, water and chlorophyll; production of food; release of oxygen.	Unit 8	Units 4, 6	Units 4, 6
		SC.8.L.18.2 Describe and investigate how cellular respiration breaks down food to provide energy and releases carbon dioxide.		Unit 4	Unit 4
		SC.8.L.18.3 Construct a scientific model of the carbon cycle to show how matter and energy are continuously transferred within and between organisms and their physical environment.	Unit 8	Units 4, 6	Units 4, 6
		SC.8.L.18.4 Cite evidence that living systems follow the Laws of Conservation of Mass and Energy.		Unit 4	Unit 4

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Earth and Space Science	**Earth in Space and Time**	**SC.8.E.5.10** Assess how technology is essential to science for such purposes as access to outer space and other remote locations, sample collection, measurement, data collection and storage, computation, and communication of information.	Unit 3		**Unit 9**
		SC.8.E.5.11 Identify and compare characteristics of the electromagnetic spectrum such as wavelength, frequency, use, and hazards and recognize its application to an understanding of planetary images and satellite photographs.	**Elements of these ideas are explored in Unit 3.*		****Elements of these ideas are explored in Unit 9.***
		SC.8.E.5.12 Summarize the effects of space exploration on the economy and culture of Florida.	**May be integrated in Unit 3.*		****May be integrated in Unit 2.***
Life Science	**Matter and Energy Transformations**	**SC.8.L.18.1** Describe and investigate the process of photosynthesis, such as the roles of light, carbon dioxide, water and chlorophyll; production of food; release of oxygen.	Unit 8	Units 4, 6	**Units 4, 6**
		SC.8.L.18.2 Describe and investigate how cellular respiration breaks down food to provide energy and releases carbon dioxide.		Unit 4	**Unit 4**

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Life Science	**Matter and Energy Transformations**	**SC.8.L.18.3** Construct a scientific model of the carbon cycle to show how matter and energy are continuously transferred within and between organisms and their physical environment.	Unit 8	Units 4, 6	Units 4, 6
		SC.8.L.18.4 Cite evidence that living systems follow the Laws of Conservation of Mass and Energy.		Unit 4	Unit 4
Nature of Science	**The Practice of Science**	**SC.8.N.1.1** Define a problem from the eighth-grade curriculum using appropriate reference materials to support scientific understanding, plan and carry out scientific investigations of various types, such as systematic observations or experiments, identify variables, collect and organize data, interpret data in charts, tables, and graphics, analyze information, make predictions, and defend conclusions.			Units 1-9
		SC.8.N.1.2 Design and conduct a study using repeated trials and replication.	Units 1-9	Units 1-9	Units 1-9
		SC.8.N.1.3 Use phrases such as "results support" or "fail to support" in science, understanding that science does not offer conclusive 'proof' of a knowledge claim.	Units 1-9	Units 1-9	Units 1-9

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Nature of Science	The Practice of Science	**SC.8.N.1.4** Explain how hypotheses are valuable if they lead to further investigations, even if they turn out not to be supported by the data.	Units 1-9	Units 1-9	Units 1-9
		SC.8.N.1.5 Analyze the methods used to develop a scientific explanation as seen in different fields of science.	Units 1-9	Units 1-9	Units 1-9
		SC.8.N.1.6 Understand that scientific investigations involve the collection of relevant empirical evidence, the use of logical reasoning, and the application of imagination in devising hypotheses, predictions, explanations and models to make sense of the collected evidence.	Units 1-9	Units 1-9	Units 1-9
	The Characteristics of Scientific Knowledge	**SC.8.N.2.1** Distinguish between scientific and pseudoscientific ideas.	*May be integrated in any unit.	*May be integrated in any unit.	*May be integrated in any unit.
		SC.8.N.2.2 Discuss what characterizes science and its methods.	Units 1-9	Units 1-9	Units 1-9

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Nature of Science	The Role of Theories, Laws, Hypotheses, and Models	**SC.8.N.3.1** Select models useful in relating the results of their own investigations.	Units 1-9	Units 1-9	Units 1-9
		SC.8.N.3.2 Explain why theories may be modified but are rarely discarded.	Units 1-9	Units 1-9	Units 1-9
	Science and Society	**SC.8.N.4.1** Explain that science is one of the processes that can be used to inform decision making at the community, state, national, and international levels.	Units 1-9	Units 1-9	Units 1-9
		SC.8.N.4.2 Explain how political, social, and economic concerns can affect science, and vice versa.	Units 1-9	Units 1-9	Units 1-9

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Physical Science	Properties of Matter	**SC.8.P.8.1** Explore the scientific theory of atoms (also known as atomic theory) by using models to explain the motion of particles in solids, liquids, and gases.	Unit 2	Unit 1	Unit 1
		SC.8.P.8.2 Differentiate between weight and mass recognizing that weight is the amount of gravitational pull on an object and is distinct from, though proportional to, mass.	Unit 1	Units 1-2	Units 1-2
		SC.8.P.8.3 Explore and describe the densities of various materials through measurement of their masses and volumes.	Units 1-2	Units 1-2	Units 1-2
		SC.8.P.8.4 Classify and compare substances on the basis of characteristic physical properties that can be demonstrated or measured; for example, density, thermal or electrical conductivity, solubility, magnetic properties, melting and boiling points, and know that these properties are independent of the amount of the sample.	Units 1-4	Units 1-3, 6-7	Units 1-3, 7-9
		SC.8.P.8.5 Recognize that there are a finite number of elements and that their atoms combine in a multitude of ways to produce compounds that make up all of the living and nonliving things that we encounter.	Units 1-2	Unit 1	Unit 1

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Physical Science	**Properties of Matter**	**SC.8.P.8.6** Recognize that elements are grouped in the periodic table according to similarities of their properties.	Units 2	Unit 1	Unit 1
		SC.8.P.8.7 Explore the scientific theory of atoms (also known as atomic theory) by recognizing that atoms are the smallest unit of an element and are composed of sub-atomic particles (electrons surrounding a nucleus containing protons and neutrons).	Units 1-2	Unit 1	Unit 1
		SC.8.P.8.8 Identify basic examples of and compare and classify the properties of compounds, including acids, bases, and salts.	Unit 2 & 8	Unit 1	Unit 1 & 7
		SC.8.P.8.9 Distinguish among mixtures (including solutions) and pure substances.	Unit 2	Units 1, 4	Unit 1

Grade 8

Strand	Topic	Florida Next Generation Sunshine State Standard	Where Standards is Integrated in KnowAtom		
			Grade 6	Grade 7	Grade 8
Physical Science	**Changes in Matter**	**SC.8.P.9.1** Explore the Law of Conservation of Mass by demonstrating and concluding that mass is conserved when substances undergo physical and chemical changes.	Unit 2	Unit 1	Unit 1
		SC.8.P.9.2 Differentiate between physical changes and chemical changes.	Unit 2	Unit 1	Unit 1
		SC.8.P.9.3 Investigate and describe how temperature influences chemical changes.		Unit 1	Unit 1

Florida's

B.E.S.T.

Standards for

MATH

Grade 3

TEACHING EDITION

Ron Larson



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Benchmark Code	Benchmark	Grade 3
Number Sense and Operations		
MA.3.NSO.1	**Understand the place value of four-digit numbers.**	
MA.3.NSO.1.1	Read and write numbers from 0 to 10,000 using standard form, expanded form and word form.	7.1, 7.2
MA.3.NSO.1.2	Compose and decompose four-digit numbers in multiple ways using thousands, hundreds, tens and ones. Demonstrate each composition or decomposition using objects, drawings and expressions or equations.	7.3
MA.3.NSO.1.3	Plot, order and compare whole numbers up to 10,000.	7.5
MA.3.NSO.1.4	Round whole numbers from 0 to 1,000 to the nearest 10 or 100.	7.6, 7.7, 8.2
MA.3.NSO.2	**Add and subtract multi-digit whole numbers. Build an understanding of multiplication and division operations.**	
MA.3.NSO.2.1	Add and subtract multi-digit whole numbers including using a standard algorithm with procedural fluency.	8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10
MA.3.NSO.2.2	Explore multiplication of two whole numbers with products from 0 to 144, and related division facts.	1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.3
MA.3.NSO.2.3	Multiply a one-digit whole number by a multiple of 10, up to 90, or a multiple of 100, up to 900, with procedural reliability.	6.4, 6.5, 6.6, 7.4
MA.3.NSO.2.4	Multiply two whole numbers from 0 to 12 and divide using related facts with procedural reliability.	2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.10, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 5.2, 5.3

Mathematics Correlated to Grade 3



Benchmark Code	Benchmark	Grade 3
	Fractions	
MA.3.FR.1	**Understand fractions as numbers and represent fractions.**	
MA.3.FR.1.1	Represent and interpret unit fractions in the form $\frac{1}{n}$ as the quantity formed by one part when a whole is partitioned into n equal parts.	9.1, 9.2
MA.3.FR.1.2	Represent and interpret fractions, including fractions greater than one, in the form of $\frac{m}{n}$ as the result of adding the unit fraction $\frac{1}{n}$ to itself m times.	9.3, 9.4, 9.5, 9.6
MA.3.FR.1.3	Read and write fractions, including fractions greater than one, using standard form, numeral-word form and word form.	9.7
MA.3.FR.2	**Order and compare fractions and identify equivalent fractions.**	
MA.3.FR.2.1	Plot, order and compare fractional numbers with the same numerator or the same denominator.	10.4, 10.5, 10.6, 10.7
MA.3.FR.2.2	Identify equivalent fractions and explain why they are equivalent.	10.1, 10.2, 10.3
	Algebraic Reasoning	
MA.3.AR.1	**Solve multiplication and division problems.**	
MA.3.AR.1.1	Apply the distributive property to multiply a one-digit number and two-digit number. Apply properties of multiplication to find a product of one-digit whole numbers.	1.4, 2.4, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 6.6, 6.7
MA.3.AR.1.2	Solve one- and two-step real-world problems involving any of four operations with whole numbers.	1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.11, 6.8, 6.9, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10

Benchmark Code	Benchmark	Grade 3
MA.3.AR.2	**Develop an understanding of equality and multiplication and division.**	
MA.3.AR.2.1	Restate a division problem as a missing factor problem using the relationship between multiplication and division.	4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9
MA.3.AR.2.2	Determine and explain whether an equation involving multiplication or division is true or false.	4.10
MA.3.AR.2.3	Determine the unknown whole number in a multiplication or division equation, relating three whole numbers, with the unknown in any position.	2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.11, 5.2, 5.3, 6.8
MA.3.AR.3	**Identify numerical patterns, including multiplicative patterns.**	
MA.3.AR.3.1	Determine and explain whether a whole number from 1 to 1,000 is even or odd.	5.4
MA.3.AR.3.2	Determine whether a whole number from 1 to 144 is a multiple of a given one-digit number.	5.2
MA.3.AR.3.3	Identify, create and extend numerical patterns.	5.1
Measurement		
MA.3.M.1	**Measure attributes of objects and solve problems involving measurement.**	
MA.3.M.1.1	Select and use appropriate tools to measure the length of an object, the volume of liquid within a beaker and temperature.	11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11
MA.3.M.1.2	Solve real-world problems involving any of the four operations with whole number lengths, masses, weights, temperatures or liquid volumes.	11.8, 11.9, 11.10, 11.11
MA.3.M.2	**Tell and write time and solve problems involving time.**	
MA.3.M.2.1	Using analog and digital clocks tell and write time to the nearest minute using A.M. and P.M. appropriately.	11.1
MA.3.M.2.2	Solve one- and two-step real-world problems involving elapsed time.	11.2, 11.3, 11.4

Mathematics Correlated to Grade 3 (continued)

Benchmark Code	Benchmark	Grade 3
	Geometric Reasoning	
MA.3.GR.1	**Describe and identify relationships between lines and classify quadrilaterals.**	
MA.3.GR.1.1	Describe and draw points, lines, line segments, rays, intersecting lines, perpendicular lines and parallel lines. Identify these in two-dimensional figures.	12.1, 12.2, 12.3, 12.5
MA.3.GR.1.2	Identify and draw quadrilaterals based on their defining attributes. Quadrilaterals include parallelograms, rhombi, rectangles, squares and trapezoids.	12.5, 12.6, 12.7
MA.3.GR.1.3	Draw line(s) of symmetry in a two-dimensional figure and identify line symmetric two-dimensional figures.	12.4
MA.3.GR.2	**Solve problems involving the perimeter and area of rectangles.**	
MA.3.GR.2.1	Explore area as an attribute of a two-dimensional figure by covering the figure with unit squares without gaps or overlaps. Find areas of rectangles by counting unit squares.	6.1, 6.2
MA.3.GR.2.2	Find the area of a rectangle with whole-number side lengths using a visual model and a multiplication formula.	6.3
MA.3.GR.2.3	Solve mathematical and real-world problems involving the perimeter and area of rectangles with whole-number side lengths using a visual model and a formula.	6.1, 6.2, 6.3, 14.1, 14.4
MA.3.GR.2.4	Solve mathematical and real-world problems involving the perimeter and area of composite figures composed of non-overlapping rectangles with whole number side lengths.	14.2, 14.3, 14.4
MA.3.DP.1	**Collect, represent and interpret numerical and categorical data.**	
MA.3.DP.1.1	Collect and represent numerical and categorical data with whole-number values using tables, scaled pictographs, scaled bar graphs or line plots. Use appropriate titles, labels and units.	13.2, 13.4, 13.6
MA.3.DP.1.2	Interpret data with whole-number values represented with tables, scaled pictographs, circle graphs, scaled bar graphs or line plots by solving one- and two-step problems.	13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7

Suggested Pacing

Chapters 1–14 160 Days

Chapter 1 (11 Days)

Chapter Opener	1 Day
Lesson 1.1	1 Day
Lesson 1.2	1 Day
Lesson 1.3	1 Day
Lesson 1.4	1 Day
Lesson 1.5	1 Day
Lesson 1.6	1 Day
Lesson 1.7	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**11 Days**

Chapter 2 (9 Days)

Chapter Opener	1 Day
Lesson 2.1	1 Day
Lesson 2.2	1 Day
Lesson 2.3, Lesson 2.4	1 Day
Lesson 2.5	1 Day
Lesson 2.6	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**20 Days**

Chapter 3 (14 Days)

Chapter Opener	1 Day
Lesson 3.1	1 Day
Lesson 3.2	1 Day
Lesson 3.3	1 Day
Lesson 3.4	1 Day
Lesson 3.5	1 Day
Lesson 3.6	1 Day
Lesson 3.7	1 Day
Lesson 3.8	1 Day
Lesson 3.9	1 Day
Lesson 3.10	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**34 Days**

Chapter 4 (16 Days)

Chapter Opener	1 Day
Lesson 4.1	1 Day
Lesson 4.2	1 Day
Lesson 4.3	1 Day
Lesson 4.4	1 Day
Lesson 4.5	1 Day
Lesson 4.6	1 Day
Lesson 4.7	1 Day
Lesson 4.8	1 Day
Lesson 4.9	1 Day
Lesson 4.10	1 Day
Lesson 4.11	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Cumulative Practice	1 Day
Year-To-Date	**50 Days**

Chapter 5 (7 Days)

Chapter Opener	1 Day
Lesson 5.1	1 Day
Lesson 5.2, Lesson 5.3	1 Day
Lesson 5.4	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**57 Days**

Chapter 6 (12 Days)

Chapter Opener	1 Day
Lesson 6.1	1 Day
Lesson 6.2	1 Day
Lesson 6.3	1 Day
Lesson 6.4	1 Day
Lesson 6.5	1 Day
Lesson 6.6	1 Day
Lesson 6.7	1 Day
Lesson 6.8, Lesson 6.9	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**69 Days**

Chapter 7 (11 Days)

Chapter Opener	1 Day
Lesson 7.1	1 Day
Lesson 7.2	1 Day
Lesson 7.3	1 Day
Lesson 7.4	1 Day
Lesson 7.5	1 Day
Lesson 7.6	1 Day
Lesson 7.7	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**80 Days**

Chapter 8 (15 Days)

Chapter Opener	1 Day
Lesson 8.1	1 Day
Lesson 8.2	1 Day
Lesson 8.3	1 Day
Lesson 8.4	1 Day
Lesson 8.5	1 Day
Lesson 8.6	1 Day
Lesson 8.7	1 Day
Lesson 8.8	1 Day
Lesson 8.9	1 Day
Lesson 8.10	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Cumulative Practice	1 Day
Year-To-Date	**95 Days**

Chapter 9 (10 Days)

Chapter Opener	1 Day
Lesson 9.1	1 Day
Lesson 9.2	1 Day
Lesson 9.3	1 Day
Lesson 9.4, Lesson 9.5	1 Day
Lesson 9.6	1 Day
Lesson 9.7	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**105 Days**

Chapter 10 (11 Days)

Chapter Opener	1 Day
Lesson 10.1	1 Day
Lesson 10.2	1 Day
Lesson 10.3	1 Day
Lesson 10.4	1 Day
Lesson 10.5	1 Day
Lesson 10.6	1 Day
Lesson 10.7	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**116 Days**

An editable version of the Pacing Guide is available at *BigIdeasMath.com*.

Chapter 11 (15 Days)

Chapter Opener	1 Day
Lesson 11.1	1 Day
Lesson 11.2	1 Day
Lesson 11.3	1 Day
Lesson 11.4	1 Day
Lesson 11.5	1 Day
Lesson 11.6	1 Day
Lesson 11.7	1 Day
Lesson 11.8, Lesson 11.9	1 Day
Lesson 11.10	1 Day
Lesson 11.11	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Cumulative Practice	1 Day
Year-To-Date	**131 Days**

Chapter 12 (11 Days)

Chapter Opener	1 Day
Lesson 12.1	1 Day
Lesson 12.2	1 Day
Lesson 12.3	1 Day
Lesson 12.4	1 Day
Lesson 12.5	1 Day
Lesson 12.6	1 Day
Lesson 12.7	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**142 Days**

Chapter 13 (9 Days)

Chapter Opener	1 Day
Lesson 13.1, Lesson 13.2	1 Day
Lesson 13.3, Lesson 13.4	1 Day
Lesson 13.5	1 Day
Lesson 13.6	1 Day
Lesson 13.7	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Year-To-Date	**151 Days**

Chapter 14 (9 Days)

Chapter Opener	1 Day
Lesson 14.1	1 Day
Lesson 14.2	1 Day
Lesson 14.3	1 Day
Lesson 14.4	1 Day
End of Chapter	2 Days
Chapter Assessment	1 Day
Cumulative Practice	1 Day
Year-To-Date	**160 Days**

1 Understand Multiplication and Division

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17. Model Real Life You sell 8 orchids. You want to raise $70. Do you reach your goal? Explain.

Flower Sale	
Lily	$6
Orchid	$9

DIG DEEPER Newton sells 9 lilies. Descartes sells 5 orchids. Who raises more money, Newton or Descartes? Explain.



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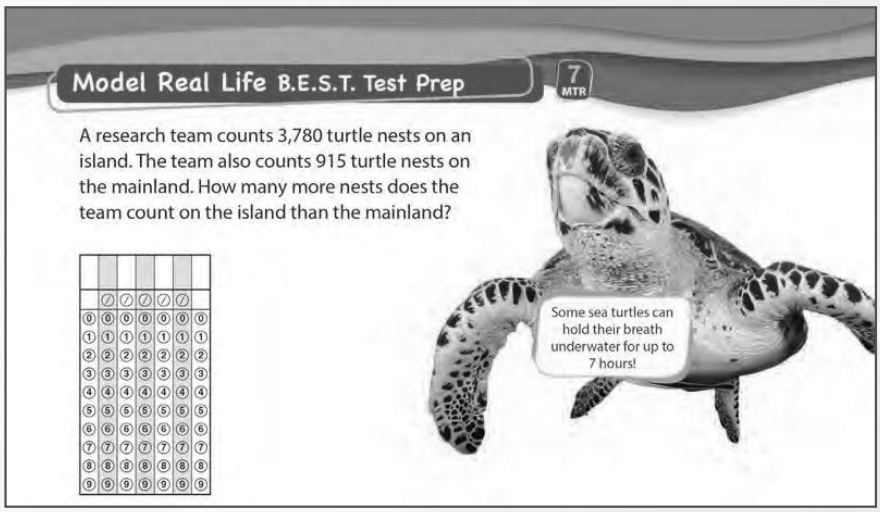



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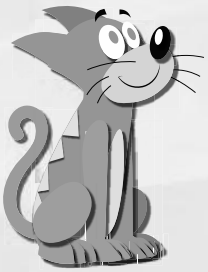

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Standards for

MATH

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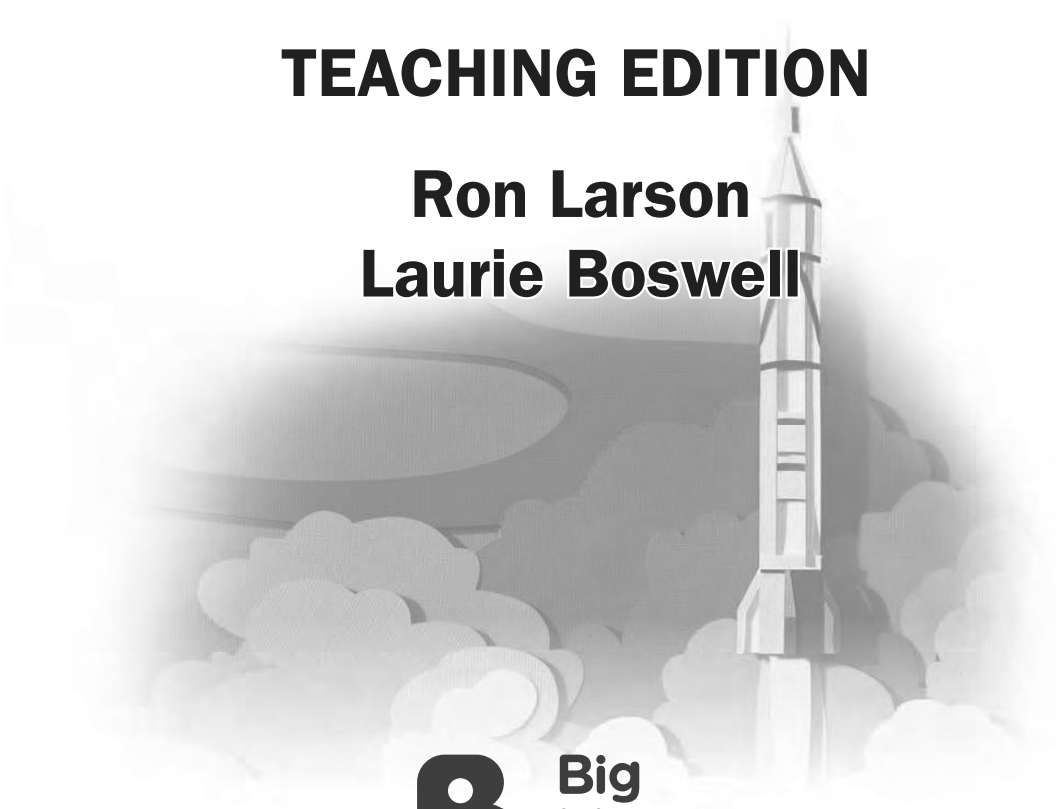
Grade 8

Pre-Algebra

TEACHING EDITION

Ron Larson
Laurie Boswell



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1 2 3 4 5 6 7 8 9—25 24 23 22 21

A Single Authorship Team

Written by renowned authors, Dr. Ron Larson and Dr. Laurie Boswell, *Florida's B.E.S.T. Standards for MATH* offers a seamless math pedagogy from elementary through high school. Together, Ron and Laurie provide a consistent voice that encourages students to make connections through cohesive progressions and clear instruction. Since 1992, Ron and Laurie have authored over 50 mathematics programs.



Each time Laurie and I start working on a new program, we spend time putting ourselves in the position of the reader. How old is the reader? What is the reader's experience with mathematics? The answers to these questions become our writing guides. Our goal is to make the learning targets understandable and to develop these targets in a clear path that leads to student success.

Ron Larson

Ron Larson, Ph.D., is well known as lead author of a comprehensive and widely used mathematics program that ranges from elementary school through college. He holds the distinction of Professor Emeritus from Penn State Erie, The Behrend College, where he taught for nearly 40 years. He received his Ph.D. in mathematics from the University of Colorado. Dr. Larson engages in the latest research and advancements in mathematics education and consistently incorporates key pedagogical elements to ensure focus, coherence, rigor, and student self-reflection.

My passion and goal in writing is to provide an essential resource for exploring and making sense of mathematics. Our program is guided by research around the learning and teaching of mathematics in the hopes of improving the achievement of all students. May this be a successful year for you!

Laurie Boswell



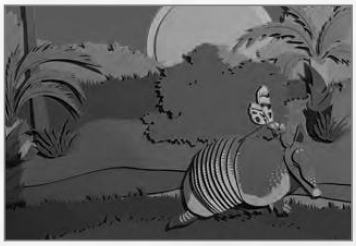
Laurie Boswell, Ed.D., is the former Head of School at Riverside School in Lyndonville, Vermont. In addition to authoring textbooks, she provides mathematics consulting and embedded coaching sessions. Dr. Boswell received her Ed.D. from the University of Vermont in 2010. She is a recipient of the Presidential Award for Excellence in Mathematics Teaching and later served as president of CPAM. Laurie has taught math to students at all levels, elementary through college. In addition, Laurie has served on the NCTM Board of Directors and as a Regional Director for NCSM. Along with Ron, Laurie has co-authored numerous math programs and has become a popular national speaker.

Making the Florida Covers

K–5: Florida's Diverse Wildlife



Kindergarten
Amphibian: Frog



Grade 1
Mammal: Armadillo



Grade 2
Mammal: Manatee



Grade 3
Bird: Crane



Grade 4
Fish: Sailfish



Grade 5
Reptile: Alligator

6–8: Florida Firsts



Grade 6
First Scheduled Commercial Flight in U.S. (1914)



Grade 7
First Airboat in U.S. (1920)



Grade 8
First Launch of a U.S. Satellite, Explorer I (1958)



Grade 6 Accelerated
First Masonry Fort in U.S. (1565)



Grade 7 Accelerated
First Light Bulb Patent in U.S. (1880)

Step 1:

Graphic artists **Betsi Santos** and **Mary Rose** design each cover. They then cut out the art pieces and assemble them using tweezers, glue, and round foam stickers.








Step 2:

Adam Leene and Betsi photograph the paper design. *(left)*

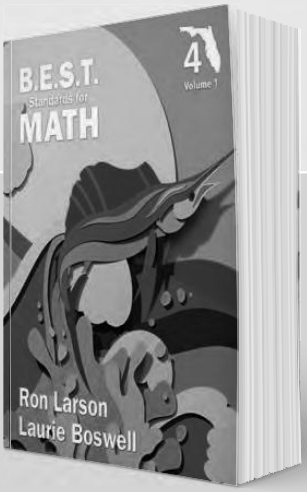
Step 3:

Mary prepares the design for the cover. *(right)*



Step 4:

The books are printed and ready for use to implement *Florida's B.E.S.T. Standards for Mathematics*.



About the Artists

Betsi Santos has a passion for creating art. With a Fine Arts degree from Eastern New Mexico University, she seamlessly blends her graphic design and set building expertise with great precision and attention to detail.

Mary Rose is a "jack-of-all-trades" in the film industry. Her degree in Theatre Production Design and Technology from the University of Illinois has led to a career in set painting, building, prop fabrication, and graphic design.

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Research

Ron Larson and Laurie Boswell used the latest in educational research, along with the body of knowledge collected from expert mathematics educators, to develop the *Florida's B.E.S.T. Standards for MATH* series. The pedagogical approach used in this program follows the best practices outlined in the most prominent and widely accepted educational research, including:

- *B.E.S.T. Standards for Mathematics*, Florida Department of Education ©2020
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- *Visible Learning for Mathematics* John Hattie ©2017
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Contributing Specialists and Reviewers

Big Ideas Learning would like to express our gratitude to the mathematics education and instruction experts from Florida who served as our advisory panel, in addition to all the contributing specialists, and reviewers that played a key role in writing of *Florida's B.E.S.T. Standards for MATH*. Their input was an invaluable asset during the development of this program.

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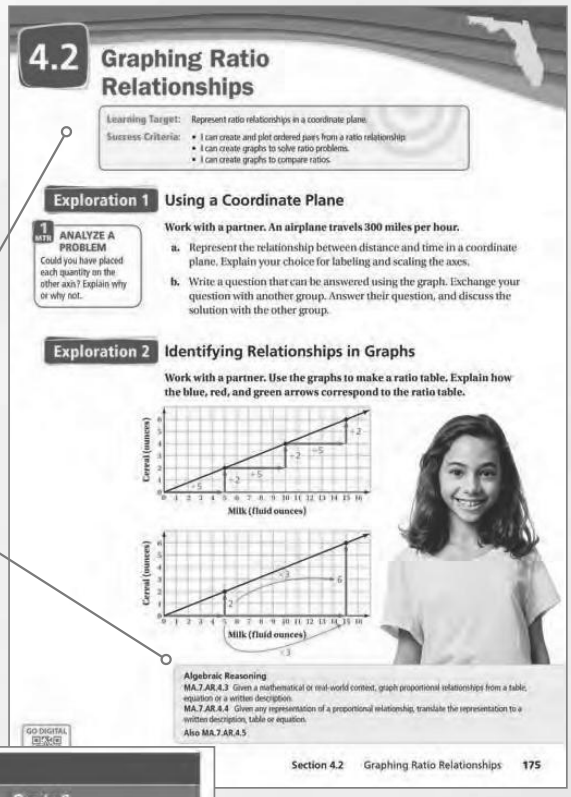
- **Elisa Greco**, Math Teacher, Osceola, FL
  Advisory Panel
- **Benjamin Hicks**, Math Teacher, Alachua, FL
  Advisory Panel
- **Jake Kahn**, Math Teacher, Jacksonville, FL
  Advisory Panel
- **Kéto Nord**, Math Department Head, Hillsborough, FL
  Advisory Panel
- **Denise Williams**, Secondary Math Instructional Developer, Tallahassee, FL
  Advisory Panel
- **Nancy Siddens**, Independent Language Teaching Consultant, Las Cruces, NM
  English Language Learner Specialist
- **Linda Hall**, Mathematics Educational Consultant, Edmond, OK
  Teaching Edition Contributor and Advisory Panel
- **Dr. Connie S. Schrock**, Ed.D., Professor of Mathematics, Emporia, KS
  Teaching Edition Contributor
- **Nancy Thiele**, Mathematics Consultant, Mesa, AZ
  Teaching Edition Contributor
- **Kelly Byrne**, Math Supervisor and Coordinator of Data Analysis, Downington, PA
  Content Reviewer and Advisory Panel
- **Jean Carwin**, Math Specialist/TOSA, Snohomish, WA
  Content Reviewer and Advisory Panel
- **Jill Kalb**, Secondary Math Content Specialist, Arvada, CO
  Content Reviewer
- **Kristen Karbon**, Curriculum Assessment Coordinator, Troy, MI
  Content Reviewer and Advisory Panel
- **Kery Obradovich**, K–8 Math/Science Coordinator, Northbrook, IL
  Content Reviewer and Advisory Panel
- **Becky Walker**, Ph.D., School Improvement Services Director, Green Bay, WI
  Content Reviewer and Advisory Panel
- **Janet Graham**, District Math Specialist, Manassas, VA
  Response to Intervention and Differentiated Instruction Reviewer
- **Sharon Huber**, Director of Elementary Mathematics, Chesapeake, VA
  Universal Design for Learning Reviewer
- **Michael McDowell**, Ed.D., Superintendent, Ross, CA
  Project-Based Learning Specialist
- **Anthony Smith**, Ph.D., Associate professor, Associate Dean, University of Washington Bothell, Seattle, WA
  Reading and Writing Reviewer
- **Nicole Dimich Vagle**, Educator, Author, and Consultant, Hopkins, MN
  Assessment Reviewer

Instructional Design

A single authorship team from Kindergarten through Algebra 2 results in a logical progression of focused topics with thoughtful coherence and rigor throughout the curriculum.

FOCUS

Focused on *Florida's B.E.S.T. Standards for Mathematics*, each section displays the precise language of Florida benchmarks, making the expectations clear. Learning Targets and Success Criteria are aligned to those expectations.



4.2 Graphing Ratio Relationships

Learning Target: Represent ratio relationships in a coordinate plane.

Success Criteria:
- I can create and plot ordered pairs from a ratio relationship.
- I can create graphs to solve ratio problems.
- I can create graphs to compare ratios.

Exploration 1 Using a Coordinate Plane

Work with a partner. An airplane travels 300 miles per hour.

a. Represent the relationship between distance and time in a coordinate plane. Explain your choice for labeling and scaling the axes.

b. Write a question that can be answered using the graph. Exchange your question with another group. Answer their question, and discuss the solution with the other group.

Exploration 2 Identifying Relationships in Graphs

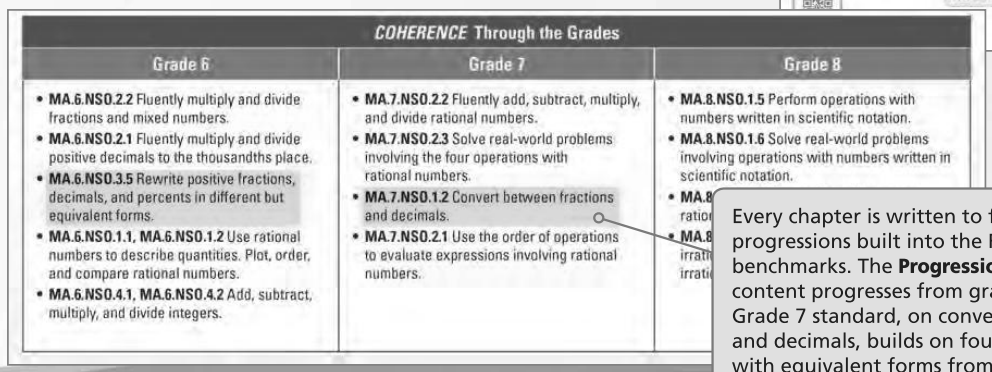
Work with a partner. Use the graphs to make a ratio table. Explain how the blue, red, and green arrows correspond to the ratio table.

Cereal (ounces) / Milk (fluid ounces)

Algebraic Reasoning
MA.7.AR.4.3 Given a mathematical or real-world context, graph proportional relationships from a table, equation or a written description.
MA.7.AR.4.4 Given any representation of a proportional relationship, translate the representation to a written description, table or equation.
Also MA.7.AR.4.5

Section 4.2 Graphing Ratio Relationships 175

Florida benchmarks are shown at the beginning of each section, with a related **Learning Target** and **Success Criteria** to guide student learning.



COHERENCE Through the Grades

Grade 6	Grade 7	Grade 8
• **MA.6.NSO.2.2** Fluently multiply and divide fractions and mixed numbers. • **MA.6.NSO.2.1** Fluently multiply and divide positive decimals to the thousandths place. • **MA.6.NSO.3.5** Rewrite positive fractions, decimals, and percents in different but equivalent forms. • **MA.6.NSO.1.1, MA.6.NSO.1.2** Use rational numbers to describe quantities. Plot, order, and compare rational numbers. • **MA.6.NSO.4.1, MA.6.NSO.4.2** Add, subtract, multiply, and divide integers.	• **MA.7.NSO.2.2** Fluently add, subtract, multiply, and divide rational numbers. • **MA.7.NSO.2.3** Solve real-world problems involving the four operations with rational numbers. • **MA.7.NSO.1.2** Convert between fractions and decimals. • **MA.7.NSO.2.1** Use the order of operations to evaluate expressions involving rational numbers.	• **MA.8.NSO.1.5** Perform operations with numbers written in scientific notation. • **MA.8.NSO.1.6** Solve real-world problems involving operations with numbers written in scientific notation. • **MA.8** ratio • **MA.8** irrati irrati

Every chapter is written to follow the progressions built into the Florida benchmarks. The **Progressions** show how content progresses from grade to grade. This Grade 7 standard, on conversion of fractions and decimals, builds on foundational work with equivalent forms from Grade 6.

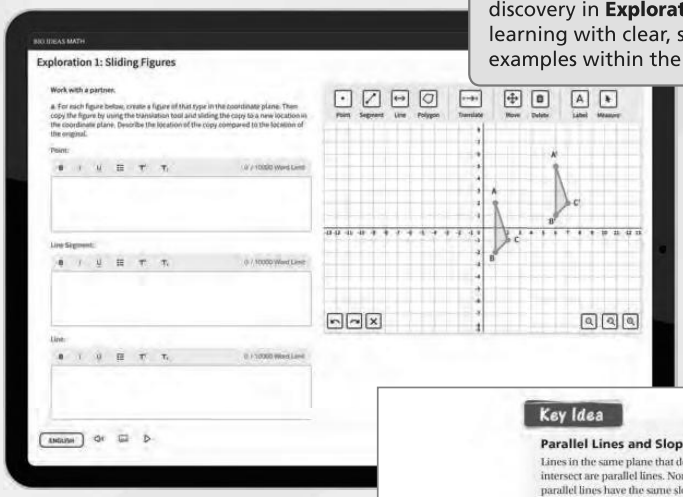
COHERENCE

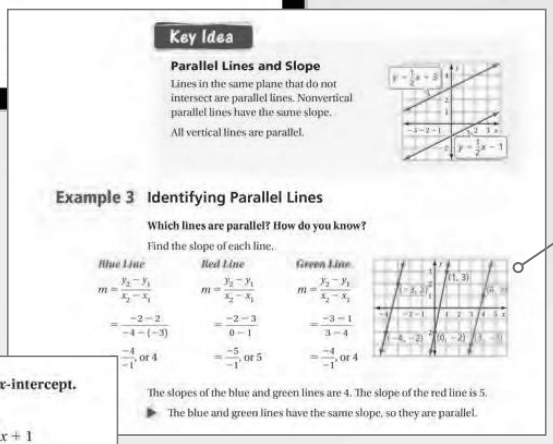
The sequence of topics, from Kindergarten to Algebra 2, follows the benchmarks and clarifications for each grade and progresses meaningfully within each grade and between grade levels.

from a Single Authorship Team



Students have the opportunity to develop foundational concepts with discovery in **Exploration**, and solidify learning with clear, stepped-out examples within the section.



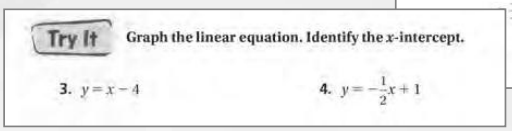


RIGOR

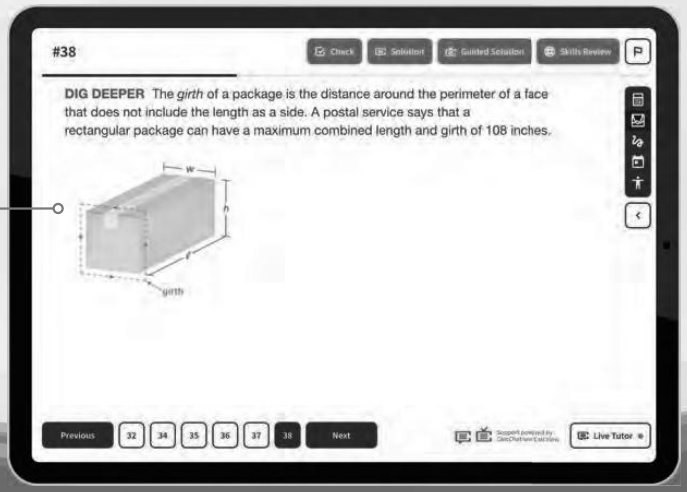
In every chapter, students have opportunities to explore, discover, and solidify conceptual understanding, then apply and transfer that learning. This program weaves together the three important building blocks of rigor.

- **Conceptual Understanding**
  Discovering why
- **Procedural Fluency**
  Learning how
- **Application**
  Knowing when to apply

Students build procedural fluency with clear **Key Ideas** and **Examples**, then have abundant opportunities to practice skills in **Try It**, **In-Class Practice**, **Practice**, and **Review & Refresh**.



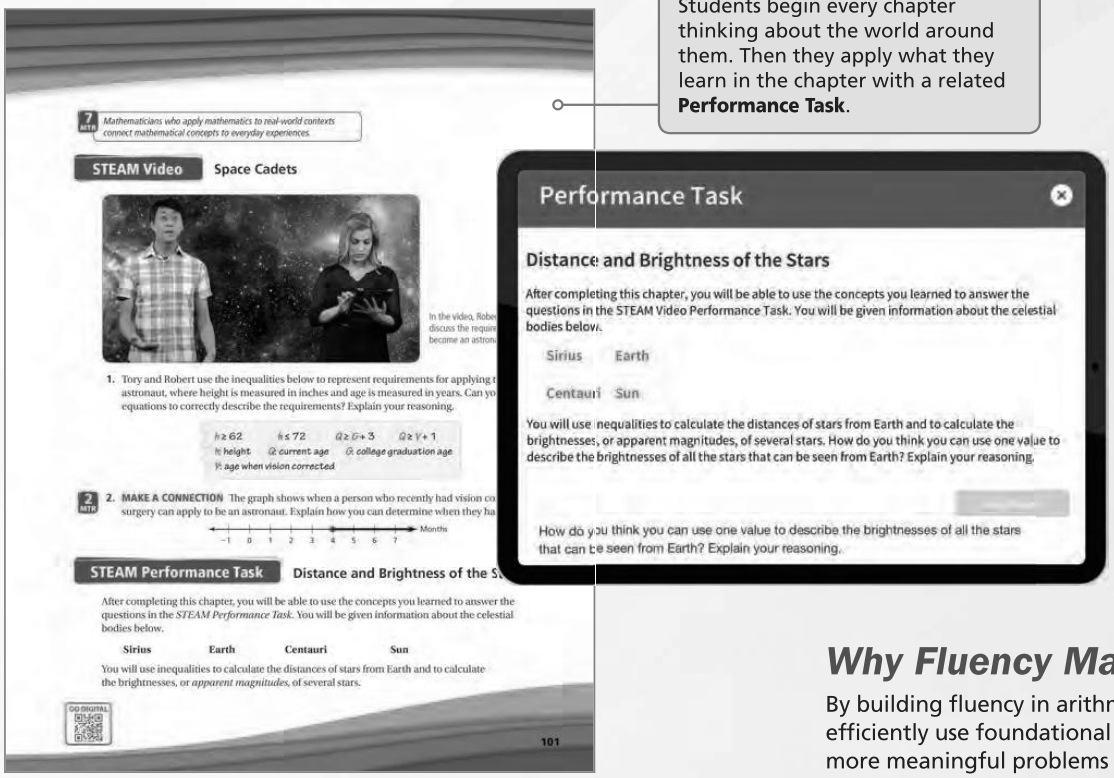
Students apply their knowledge with **Modeling Real Life**, **Dig Deeper**, and other non-routine problems to achieve deeper levels of learning. They solve problems in different contexts, see connections between ideas, and justify their thinking.



A Program Geared Toward Fluency

What is Fluency?

Fluency is more than the memorization of facts or procedures. Fluency builds on a foundation of conceptual understanding, strategic reasoning, and problem-solving to achieve automaticity. Students connect their conceptual understanding with strategies and methods that makes sense to them.

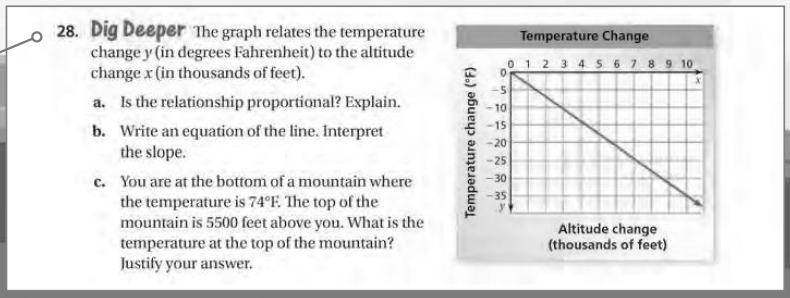


Students begin every chapter thinking about the world around them. Then they apply what they learn in the chapter with a related **Performance Task**.

Why Fluency Matters

By building fluency in arithmetic, students can efficiently use foundational skills to solve deeper, more meaningful problems about the world around them. Fluency will contribute to their success not only in school, but also in their daily life.

Modeling Real Life, **Dig Deeper**, and other non-routine problems help students apply and deepen their learning.



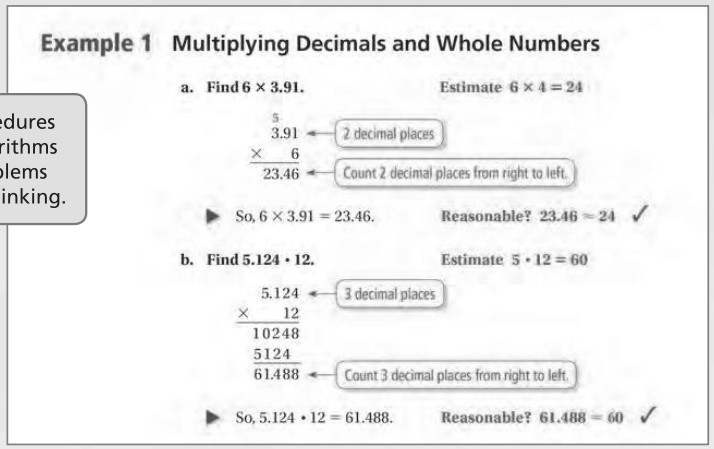
with B.E.S.T. Mathematics

Procedural Fluency

In previous grades, students used manipulatives and discussion to explore arithmetic operations and they found reliable methods for solving. Now, they are becoming independently fluent to solve problems. This program provides ample opportunities for students to achieve fluency in various benchmarks at the appropriate grade level. Students will utilize skills to show they are efficient and accurate in their procedures.

Students practice using standard algorithms to solve exercises in **Try It**, **In-Class Practice**, **Practice**, and **Review & Refresh.**

Students use procedures and standard algorithms to solve math problems and justify their thinking.



Example 1 Multiplying Decimals and Whole Numbers

a. Find 6×3.91. Estimate $6 \times 4 = 24$

$$\begin{array}{r} {\scriptstyle 2} \\ 3.91 \\ \times \quad 6 \\ \hline 23.46 \end{array}$$

2 decimal places

Count 2 decimal places from right to left.

So, $6 \times 3.91 = 23.46$. Reasonable? $23.46 \approx 24$ ✓

b. Find $5.124 \cdot 12$. Estimate $5 \cdot 12 = 60$

$$\begin{array}{r} 5.124 \\ \times \quad 12 \\ \hline 10248 \\ 5124 \\ \hline 61.488 \end{array}$$

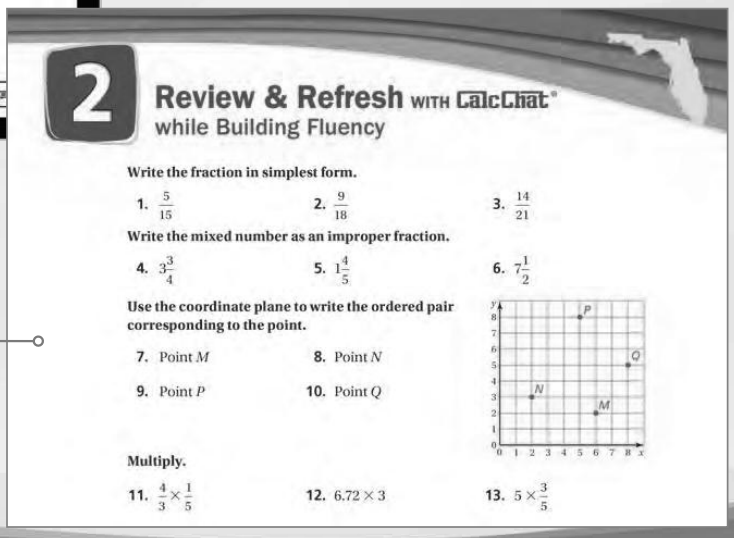
3 decimal places

Count 3 decimal places from right to left.

So, $5.124 \cdot 12 = 61.488$. Reasonable? $61.488 \approx 60$ ✓



This cumulative practice feature gives students an opportunity to independently practice using accurate and efficient procedures.



2 Review & Refresh WITH CalcChat® while Building Fluency

Write the fraction in simplest form.

1. $\frac{5}{15}$ 2. $\frac{9}{18}$ 3. $\frac{14}{21}$

Write the mixed number as an improper fraction.

4. $3\frac{3}{4}$ 5. $1\frac{4}{5}$ 6. $7\frac{1}{2}$

Use the coordinate plane to write the ordered pair corresponding to the point.

7. Point M 8. Point N

9. Point P 10. Point Q

Multiply.

11. $\frac{4}{3} \times \frac{1}{5}$ 12. 6.72×3 13. $5 \times \frac{3}{5}$

Embedded Mathematical Thinking

Encouraging Mathematical Mindsets

Developing proficiency in the **Mathematical Thinking and Reasoning (MTR) Standards** is about becoming a mathematical thinker. Actively learn to ask why, and to reason and communicate with others as they learn. Use this guide to communicate opportunities in your classroom to develop proficiency with each standard.

1

Students **Actively Participate in Effortful Learning** by staying engaged and maintaining a positive mindset when working to solve tasks. Students should ask questions and analyze the problem in a way that makes sense, persevering and modifying as needed, and support each other during challenging tasks or when attempting a new method or approach.

Look for labels such as:

- Analyze a Problem
- Ask a Question
- Persevere
- Stay Positive
- Help a Classmate

1 MTR **1. ANALYZE A PROBLEM** The battery life of a one-year-old cell phone is 75% of its original battery life. When the battery is charged to 50% of its capacity, it dies after $4\frac{1}{2}$ hours. Find the original battery life of the phone. Justify your answer.



Using the Problem-Solving Plan

Understand the problem.

You know how long a cell phone battery lasts when it is charged to 50% of its capacity. You also know that the battery life of the phone is 75% of its original battery life. You are asked to find the original battery life of the phone.

Make a plan.

First, find the battery life of the one-year-old cell phone. Then use this information to write and solve an equation for the original battery life of the phone.

Solve and check.

Use the plan to solve the problem. Then check your solution.

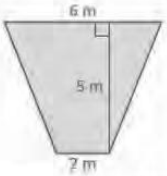
1 MTR **HELP A CLASSMATE**

Help a classmate find the area in Example 1(a) using a decomposition into two triangles.

Example 1 **Finding Areas of Trapezoids**

Find the area of each figure.

a.



Decompose the trapezoid into a triangle and a rectangle. Find the sum of the areas of the figures.

1 MTR **17. ASK A QUESTION** Write a question that you can answer to find the missing denominator. Then answer your question.

$$\frac{3}{7} \times \frac{1}{\square} = \frac{3}{28}$$

BUILDING TO FULL UNDERSTANDING

Throughout each course, students have opportunities to demonstrate specific aspects of the Mathematical Thinking and Reasoning Standards. Labels throughout the book indicate gateways to those aspects. Collectively, these opportunities lead to a full understanding of each standard. Developing these mindsets and habits gives meaning to the mathematics they learn.

and Reasoning Standards



One way to determine whether the meteorologist should report that iguanas may fall tonight is to first use the forecast to find the total predicted change in the temperature over the next 7 hours.

$$\text{Change in temperature} = \text{Number of hours} \cdot \text{Hourly change in temperature}$$

$$= 7 \cdot (-5)$$

$$= -35$$

So, the forecast predicts that the temperature change will be $-35°F$ in the next 7 hours. The resulting temperature would be $72°F + (-35°F) = 37°F$, which is below $45°F$.

Students **Demonstrate Understanding by Representing Problems in Multiple Ways** through modeling and by using objects, drawings, tables, and graphs to represent solutions. They progress from choosing representations to using algorithms and equations to connect concepts with models.

2

Look for labels such as:

- Model a Problem
- Use Another Method
- Multiple Representation
- Choose a Representation
- Make a Connection

2 MTR **66. CHOOSE A REPRESENTATION** A bottle of juice is $\frac{2}{3}$ full. The bottle contains $\frac{4}{5}$ of a cup of juice.

a. Represent this situation in two different ways.

b. Which representation would you use to find the capacity of the bottle? Justify your answer.

c. Find the capacity of the bottle.

2 MTR **USE ANOTHER METHOD**
How can you use a number line to check your answer?

3

When students **Complete Tasks with Mathematical Fluency**, they select efficient methods to complete tasks accurately and with confidence. They stay flexible, using feedback to improve efficiency and adapting procedures to new concepts.

Look for labels such as:

- Choose a Method
- Select Methods
- Maintain Accuracy
- Adapt a Procedure
- Reflect on Your Method

3 MTR **REFLECT ON YOUR METHOD**
How does graphing data help you make a prediction?

c. Is it reasonable to use the graph to predict the weights of the sports balls below? Explain your reasoning.

- **Kickball:** circumference = 26 in.
- **Bowling ball:** circumference = 27 in.

3 MTR **MAINTAIN ACCURACY** **Order the numbers from least to greatest.**

33. $66.1\%, 0.66, \frac{2}{3}, 0.667$

34. $\frac{2}{9}, 21\%, 0.2\overline{1}, \frac{11}{50}$

3 MTR **29. CHOOSE A METHOD** Two comets orbit the Sun. One comet travels 30,000 miles per hour, and the other comet travels 28,500 miles per hour. What is the most efficient way to calculate the difference of the distances traveled by the comets for any given number of minutes? Justify your answer.

Embedded Mathematical Thinking

4

When students **Engage in Discussions that Reflect on the Mathematical Thinking of Self and Others**, they analyze and compare their own mathematical ideas and thinking together with their peers. By recognizing errors and justifying results, they construct possible arguments based on evidence.

Look for labels such as:

- Communicate Clearly
- Discuss Mathematical Thinking
- You Be the Teacher
- Compare Methods
- Construct an Argument
- Making an Argument
- Justify a Result
- Which One Doesn't Belong?
- Different Words, Same Question

4 MTR CONSTRUCT AN ARGUMENT

Your friend says that your answers to parts (b) and (c) will not change when you draw $\triangle DEF$ in a different location. Write an argument explaining why you agree or disagree.

a. $\triangle ABC$ is a right triangle formed by drawing a horizontal line segment from point A and a vertical line segment from point B. Use this method to draw another right triangle, $\triangle DEF$, with its longest side on the line.

b. What can you conclude about the two triangles in part (a)? Justify your conclusion. Compare your results with other pairs.

c. Based on your conclusions in part (b), what is true about $\frac{BC}{AC}$ and the corresponding measure in $\triangle DEF$? Explain your reasoning. What do these values tell you about the line?

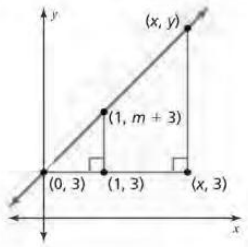
5

Students **Use Patterns and Structure to Help Understand and Connect Concepts** by focusing on details, finding logical order, or breaking down a problem into smaller parts. They often look for similarities between a new concept and something they learned before.

Look for labels such as:

- Make a Plan
- Relate Concepts
- Use a Similar Problem
- Decompose a Problem
- Patterns
- Structure

a. You translate the graph of a proportional relationship 3 units up as shown below. Let (x, y) represent any point on the graph. Make a conjecture about the equation of the line. Explain your reasoning.



5 MTR USE STRUCTURE

How does the meaning of the equation $y = mx$ help you make a conjecture in part (a)?

5 MTR PATTERNS **Describe the pattern. Find the next three numbers.**

68. 7000, 700, 70, 7, . . .

69. 0.001, 0.003, 0.009, 0.027, . . .

70. 0.32, 0.16, 0.08, 0.04, . . .

71. 8, 12, 18, 27, . . .

and Reasoning Standards (continued)



6

When students **Assess the Reasonableness of Solutions,** they develop a habit of checking their calculations when solving problems. They estimate to determine possible solutions and use benchmarks to determine if a solution makes sense.

Look for this label:
- Assess Reasonableness

6 MTR ASSESS REASONABLENESS
How can you use the grid to check that your answers are reasonable?

Work with a partner.

a. Define each of the following quadrilaterals.

parallelogram trapezoid rhombus

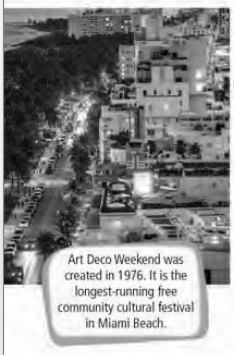


7

When students **Apply Mathematics to Real-World Contexts**, they connect concepts to everyday experiences and use models and methods to understand, represent, and solve problems.

Look for labels such as:
- Apply Mathematics
- Modeling Real Life
- Investigate

Example 3 B.E.S.T. Test Prep: Modeling Real Life 7 MTR



Art Deco Weekend was created in 1976. It is the longest-running free community cultural festival in Miami Beach.

An artist sets up an exhibit for Art Deco Weekend at Miami Beach. The table shows the number of visitors to the exhibit as a portion of the total number of visitors. How many times more visitors came to the exhibit on the busiest day than on the least busy day?

Day	Portion of Visitors
Friday	0.72
Saturday	$\frac{3}{25}$
Sunday	16%

Ⓐ 0.6 Ⓑ 4.5

Ⓒ 6 Ⓓ 45

Write $\frac{3}{25}$ and 16% as decimals.

Saturday: $\frac{3}{25} = \frac{12}{100} = 0.12$ **Sunday:** 16%

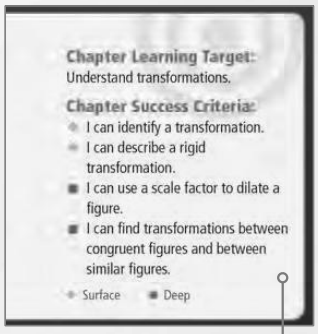
The busiest day was Friday, the second-busiest day [illegible] and the least busy day was Saturday. So, divide 0.72

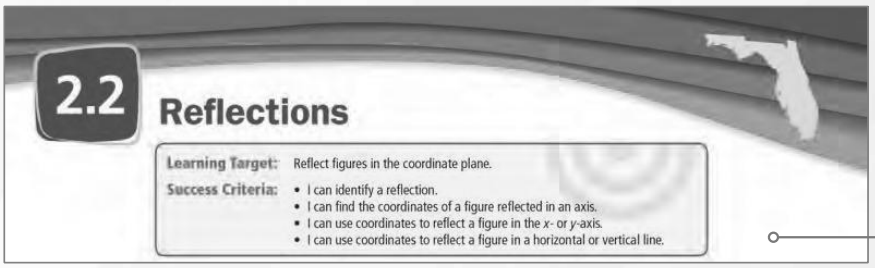
7 MTR 23. INVESTIGATE Research black bear population management in Florida. Make a scatter plot showing the change in the state's black bear population over time. Have population management efforts been effective? Explain.

Visible Learning Through Learning Targets,

Making Learning Visible

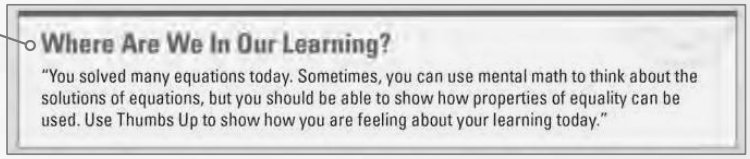
Knowing the learning intention of a chapter or section helps students focus on the purpose of an activity, rather than simply completing it in isolation. This program supports visible learning through the consistent use of Learning Targets and Success Criteria to ensure positive outcomes for all students.

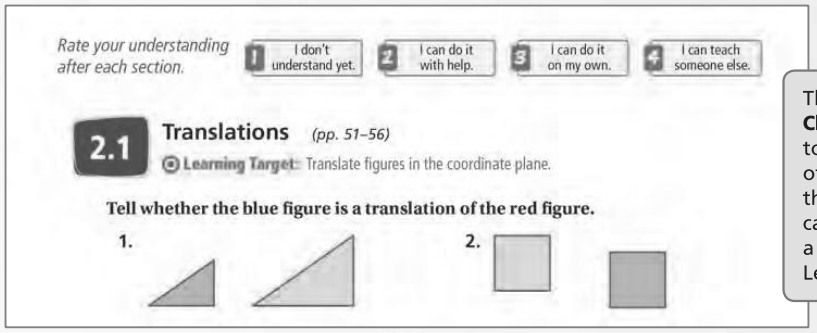




Every chapter and section shows a **Learning Target** and related **Success Criteria**. These are purposefully integrated into each carefully written section.

Where Are We In Our Learning suggests when and how to check for student understanding.





The **In-Class Practice** and **Chapter Review** remind students to rate their understanding of the Learning Targets. In the Chapter Review, students can review each section with a reminder of that section's Learning Target.

QUESTIONS FOR LEARNERS

As students progress through a section, they should be able to answer the following questions.

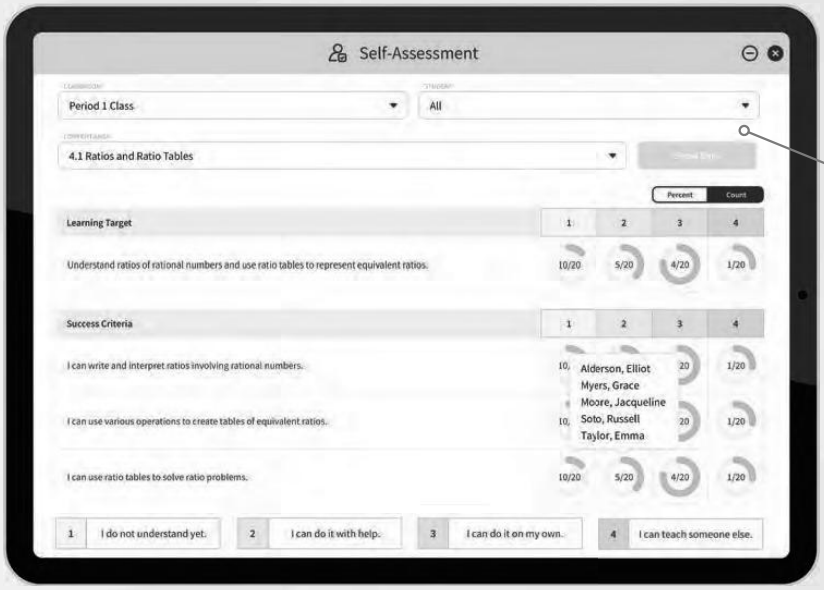
- What are you learning?
- Why are you learning this?
- Where are you in your learning?
- How will you know when you have learned it?
- Where are you going next?

Success Criteria, and Self-Assessment

	Rating	Date
Chapter 3 Ratios and Ratios		
Learning Target: Understand ratios.	1 2 3 4	
I can write and interpret ratios.	1 2 3 4	
I can name ratios equivalent to a given ratio.	1 2 3 4	
I can solve problems using ratios.	1 2 3 4	
I can apply ratio reasoning to convert units of measure.	1 2 3 4	

Students use a 4-point scale to rate their understanding of each success criterion. They can keep track of their learning on paper or online.

1 I don't understand yet. 2 I can do it with help. 3 I can do it on my own. 4 I can teach someone else.



When students use the online **Self-Assessment** tool to keep track of their learning, you can view easy-to-read live reports to inform your instruction.

Ensuring Positive Outcomes

John Hattie's *Visible Learning* research consistently shows that using Learning Targets and Success Criteria can result in two years' growth in one year, ensuring positive outcomes for students' learning and achievement.

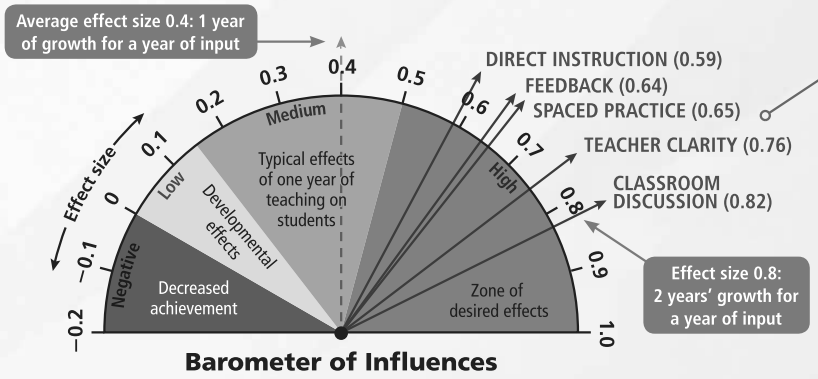
Sophie Murphy, M.Ed., wrote the chapter-level Learning Targets and Success Criteria for this program. Sophie is currently completing her Ph.D. at the University of Melbourne in Australia with Professor John Hattie as her leading supervisor. Sophie completed her Master's thesis with Professor John Hattie in 2015. Sophie has over 20 years of experience as a teacher and school leader in private and public school settings in Australia.



High-Impact Strategies for Student Achievement

Five Strategies for Purposeful Focus

Many of the things we do as educators have a positive effect on student learning, but which ones have the greatest impact? Professor John Hattie, in his *Visible Learning* network, identified more than 250 influences on student learning, and developed a way of ranking them. He conducted meta-analyses and compared the influences by their **effect size**—the impact the factor had on student learning.



We focus on **STRATEGIES** with some of the **HIGHEST IMPACT** on student achievement—up to 2 years of learning for a year of input.

Where Are We In Our Learning?

- At this point, students should be very familiar with the learning target and the success criteria for meeting the learning target. Can students now apply this knowledge to solve a contextual problem?
- Have students use *Thumbs Up* to indicate their understanding of each success criterion.

FEEDBACK

Actively listen as you probe for student understanding, being mindful of the feedback that you provide. This helps you make instructional decisions for where to go next.

CLASSROOM DISCUSSION

Encourage your students to talk! This solidifies understanding and helps them to reason. Students benefit from hearing the reasoning of classmates and hearing peers critique their own reasoning.

Laurie's Notes

- **Turn and Talk:** Have students discuss what the problem is asking and what information is provided.
- Have students work independently or with a partner to solve the problem.

State the learning target and success criteria for this section, and then relate them to the Motivate activity.

TEACHER CLARITY

Make the Learning Target clear before starting a section, and as students explore and learn, continue to connect their experiences back to the Success Criteria.

DIRECT INSTRUCTION

Follow exploration and discovery with explicit instruction to build procedural skill and fluency. Teach with clear examples carefully designed to ensure your students meet the Success Criteria.

Key Idea

Reflecting Figures in the *x*-Axis and *y*-Axis

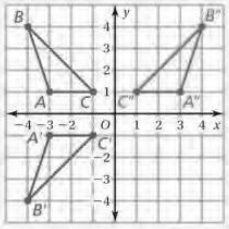
Words To reflect a figure in the *x*-axis, take the opposite of the *y*-coordinate.

To reflect a figure in the *y*-axis, take the opposite of the *x*-coordinate.

Algebra Reflection in *x*-axis: $(x, y) \rightarrow (x, -y)$

Reflection in *y*-axis: $(x, y) \rightarrow (-x, y)$

In a reflection, the original figure and its image are identical.



GO DIGITAL

Review & Refresh

Graph the linear equation.

1. $y = 4x - 3$
2. $x = -3$
3. $y = 2$
4. $y = \frac{3}{2}x - \frac{1}{2}$

Find the missing values in the ratio table.

5.

Yards	1		5	7
Feet	3	10		

6.

Miles	0.6		1.8	
Hours	1	2		4

SPACED PRACTICE

Effective practice does not just focus on a single topic of new learning; students must revisit concepts over time so deeper learning occurs. This program cohesively offers multiple opportunities to build conceptual understanding by revisiting and applying concepts throughout subsequent sections and chapters. **Review & Refresh** exercises in every section also provide continual practice on the major topics.

Daily Support from a Master Educator

In Laurie's Notes, master educator Laurie Boswell uses her professional training and years of experience to help you guide your students to better understanding.

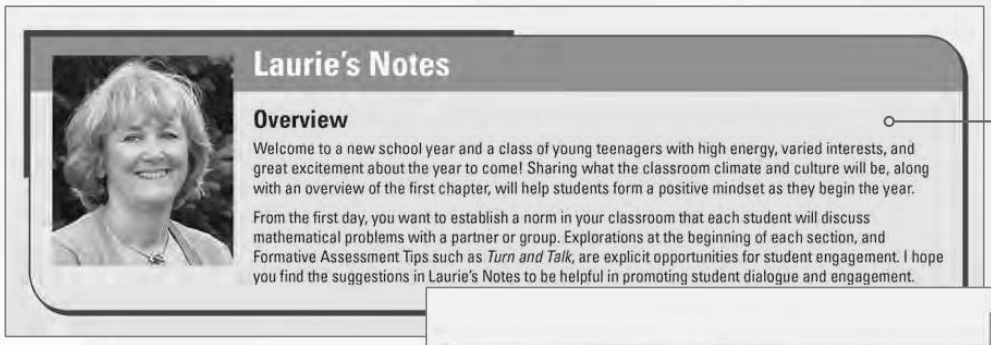
Laurie studied Professor John Hattie's research on *Visible Learning* and met with Hattie on multiple occasions to ensure she was interpreting his research accurately and embedding it effectively. Laurie's expertise continues with an ongoing collaboration with Sophie Murphy, who is pursuing her Ph.D. under Professor Hattie.



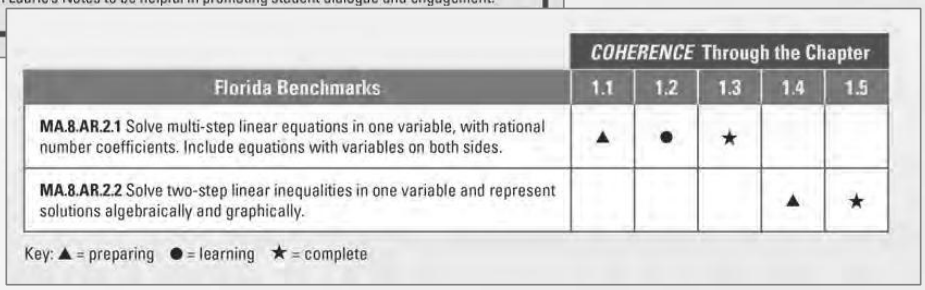
How to Use This Program: Plan

Taking Advantage of Your Resources

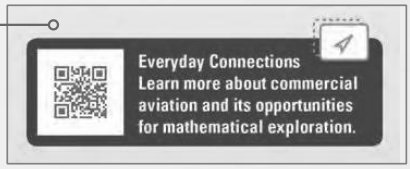
You play an indispensable role in your students' learning. This program provides rich resources for learners of all levels to help you **Plan**, **Teach**, and **Assess**.



Plan every chapter and section with tools in the Teaching Edition such as **Suggested Pacing**, **Progression Tables**, and math **Overviews** written by Laurie Boswell.



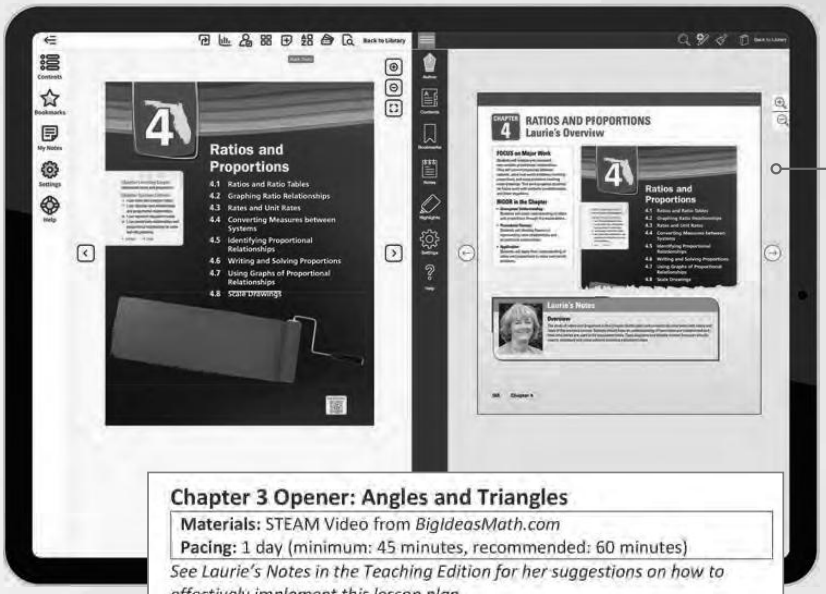
Watch **Everyday Connections Videos** to develop insights about how the math content progresses pedagogically across grades or how to incorporate technology tools into your teaching.



Find Your Resources Digitally

Use the resources page that is available on your *BigIdeasMath.com* dashboard. Here, you can download, customize, and print these planning resources and many more. Use the filters to view resources specific to a chapter or section.





Access all planning resources of the Teaching Edition in the **Dynamic Classroom**. Use the customizable **Lesson Plans** to help teach each lesson to meet your specific classroom needs.

Chapter 3 Opener: Angles and Triangles

Materials: STEAM Video from *BigIdeasMath.com*
Pacing: 1 day (minimum: 45 minutes, recommended: 60 minutes)

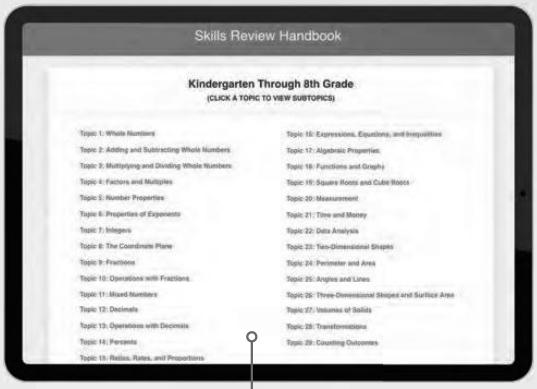
See Laurie's Notes in the Teaching Edition for her suggestions on how to effectively implement this lesson plan.

STEAM Video
Students will watch a video about honeycomb and answer questions about the shape and volume of a tiling.

Performance Task
Students will preview the Performance Task on angles on turtle shells. This Performance Task can be assigned after completing the chapter.

Chapter Exploration
Students will preview skills taught in the chapter.

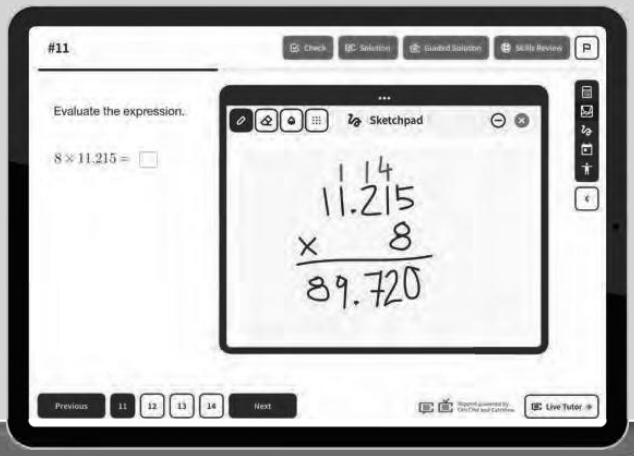
- properties of angles formed by a transversal



Review topics using the **Skills Review Handbook** to support students. Each topic includes a key concept, vocabulary, examples, and exercises.

Plan Online

As you are planning, remember that the **Dynamic Classroom** has the same interactive tools, such as the digital **Sketchpad**, that students use to model concepts. Plan ahead by practicing with these tools to guide students as they use these manipulatives and models.

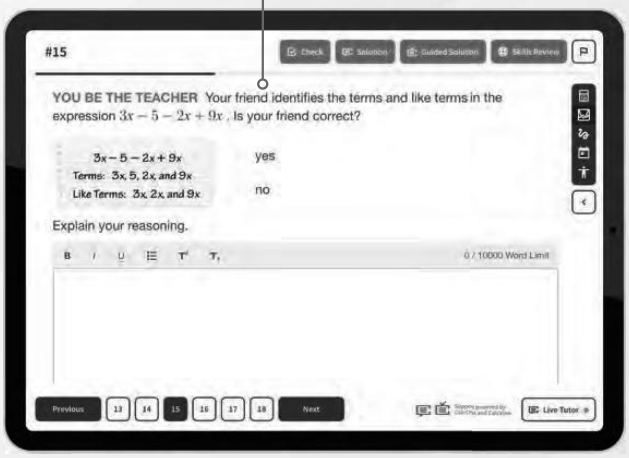


How to Use This Program: Teach

Multiple Pathways for Instruction

Everything you need to make the best instructional choices for your students is at your fingertips.

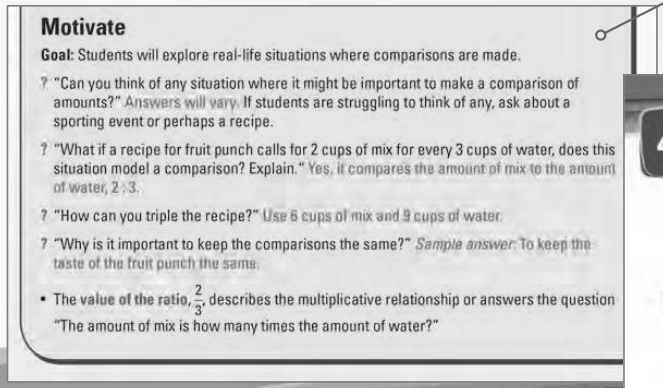
Present all content digitally using the **Dynamic Classroom**. Send students a page link on the fly with **Flip-To** to direct where you want your students to go.



Have students think ahead about chapter concepts in the world around them with a **STEAM video.** Then, students can transfer their learning in the **Connecting Concepts** and **Performance Task** at the end of the chapter.



Engage students with a creative hook at the beginning of each section with **Motivate**. This activity, written by master educator Laurie Boswell, provides a conceptual introduction to the section. Then, encourage mathematical discovery with **Exploration**.



Motivate

Goal: Students will explore real-life situations where comparisons are made.

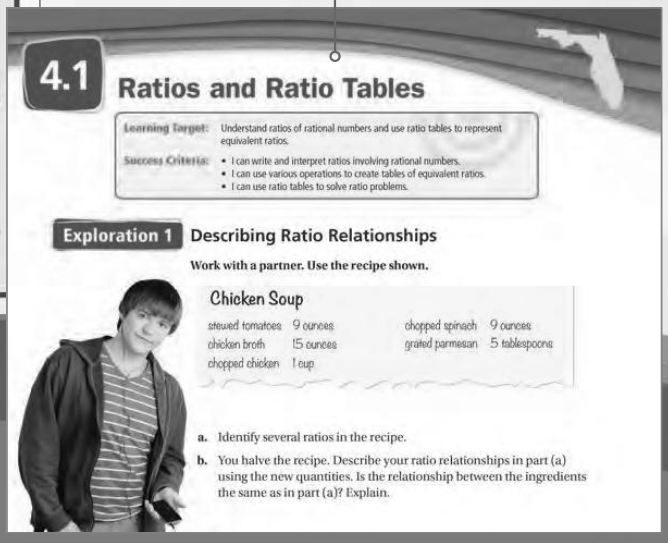
? "Can you think of any situation where it might be important to make a comparison of amounts?" Answers will vary. If students are struggling to think of any, ask about a sporting event or perhaps a recipe.

? "What if a recipe for fruit punch calls for 2 cups of mix for every 3 cups of water, does this situation model a comparison? Explain." Yes, it compares the amount of mix to the amount of water, 2 : 3.

? "How can you triple the recipe?" Use 6 cups of mix and 9 cups of water.

? "Why is it important to keep the comparisons the same?" *Sample answer:* To keep the taste of the fruit punch the same.

- The value of the ratio, $\frac{2}{3}$, describes the multiplicative relationship or answers the question "The amount of mix is how many times the amount of water?"



4.1 Ratios and Ratio Tables

Learning Target: Understand ratios of rational numbers and use ratio tables to represent equivalent ratios.

Success Criteria:
- I can write and interpret ratios involving rational numbers.
- I can use various operations to create tables of equivalent ratios.
- I can use ratio tables to solve ratio problems.

Exploration 1 Describing Ratio Relationships

Work with a partner. Use the recipe shown.

Chicken Soup

stewed tomatoes	9 ounces	chopped spinach	9 ounces
chicken broth	15 ounces	grated parmesan	5 tablespoons
chopped chicken	1 cup		

a. Identify several ratios in the recipe.

b. You halve the recipe. Describe your ratio relationships in part (a) using the new quantities. Is the relationship between the ingredients the same as in part (a)? Explain.



Lead students to procedural fluency with clear **Examples** and **Self-Assessment** opportunities to try on their own.

Example 2 Subtracting Integers

a. Find $3 - 12$.

$3 - 12 = 3 + (-12)$ Add the opposite of 12.

$= -9$ Add.

▶ The difference is -9.

b. Find $-8 - (-13)$.

$-8 - (-13) = -8 + 13$ Add the opposite of -13.

$= 5$ Add.

▶ The difference is 5.

Example 3 Modeling Real Life

Which continent has the greater range of elevations?

	North America	Africa
Highest Elevation	6198 m	5895 m
Lowest Elevation	−86 m	−155 m

Understand the problem. You are given the highest and lowest elevations in North America and Africa. You are asked to find the continent with the greater difference between its highest and lowest elevations.

Make a plan. Find the range of elevations for each continent by subtracting the lowest elevation from the highest elevation. Then compare the ranges.

Solve and check.

North America

range $= 6198 - (-86)$

$= 6198 + 86$

$= 6284$ m

Africa

range $= 5895 - (-155)$

$= 5895 + 155$

$= 6050$ m

▶ Because 6284 meters is greater than 6050 meters, North America has the greater range of elevations.

Help students apply and problem solve with **Modeling Real Life** applications, **Dig Deeper** problems, and **Mathematical Thinking and Reasoning** conceptual problems.

Where Are We In Our Learning?

- Students used inductive reasoning to develop general rules for dividing two integers. Although students may have a good sense of how to predict the sign of the quotient, they often use language (as they do with multiplication) such as "two positives make a positive" and "two negatives make a positive." This language should be avoided.
- **EMERGING:** These students may benefit from guided instruction. Examples 1 and 2 provide additional practice for dividing integers.
- **PROFICIENT:** Students are confident in dividing integers and can work through Examples 1 and 2 in pairs. Have students use the In-Class Practice exercises to check their understanding.

Let **Laurie's Notes** guide your teaching and scaffolding decisions at every step to support and deepen all students' learning. You may want to group students differently as they move in and out of these levels with each skill and concept. Student self-assessments and feedback help guide your instructional decisions about how and when to layer support.

Name _____ Date _____

Lesson 7.1 **Extra Practice**

Find the mean, median, and mode of the data.

1. 78, 92, 74, 82, 68, 54, 91
2. 70, 71, 97, 71, 62, 94, 95
3. 22, 28, 26, 18, 25, 19
4. 60, 68, 59, 55, 60, 56, 64, 58, 60
5.

Stem	Leaf
3	5 7 9
4	1 3 7 9
5	1 2 4 4
6	0 2

Key: 5 | 2 = 52

6.

Stem	Leaf
5	3
6	
7	8
8	7 8 9
9	3 4 5 5 8 8

Key: 9 | 5 = 95

Find the range and interquartile range of the data.

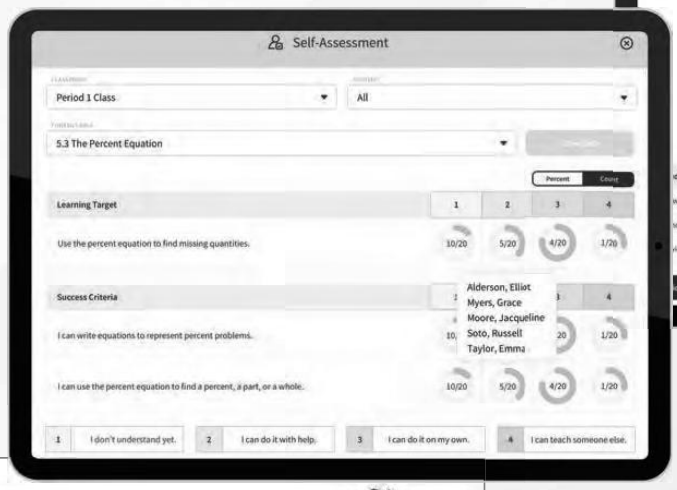
7. 83, 81, 74, 71, 80, 150, 91
8. 93, 94, 98, 89, 97, 89, 96, 91
9.

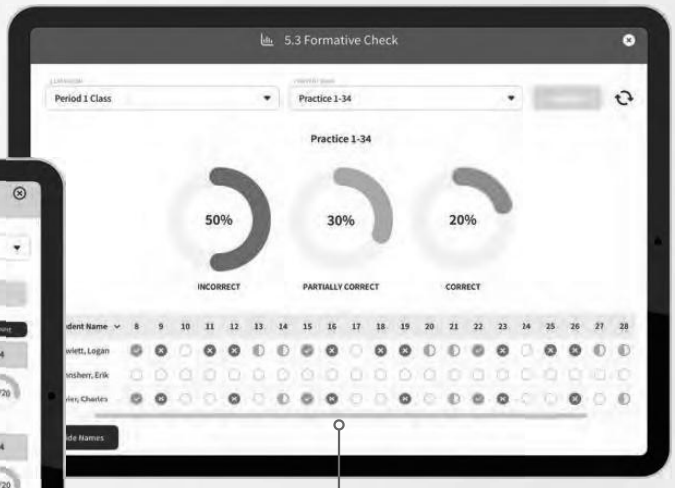
Differentiate and support your learners with **Differentiating the Lesson**, **Resources by Chapter**, **English Language Support**, and much more.

How to Use This Program: Assess

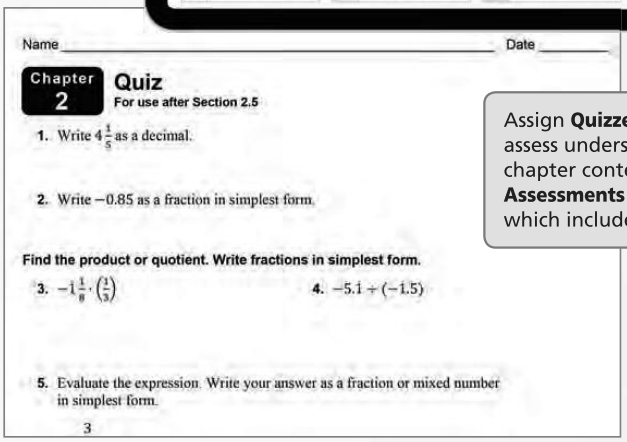
Powerful Assessment Tools

Gain insight into your students' learning with these powerful formative and summative assessment tools tailored to every Learning Target and benchmark.





Access real-time data and navigate easily through student responses with **Formative Check**.



Name _____ Date _____

Chapter 2 **Quiz**
For use after Section 2.5

1. Write $4\frac{1}{5}$ as a decimal.
2. Write -0.85 as a fraction in simplest form.

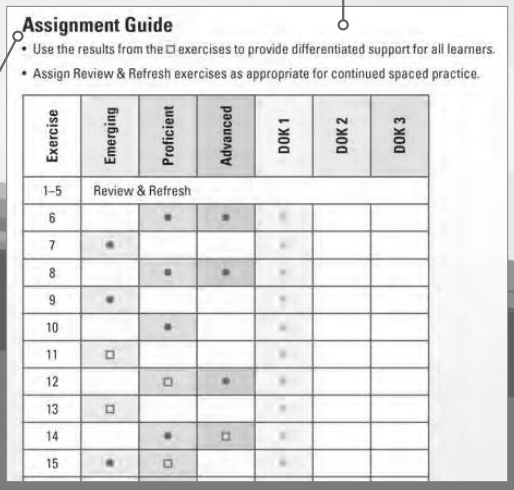
Find the product or quotient. Write fractions in simplest form.

3. $-1\frac{1}{8} \cdot \left(\frac{1}{3}\right)$
4. $-5.1 \div (-1.5)$
5. Evaluate the expression. Write your answer as a fraction or mixed number in simplest form.

3

Assign **Quizzes** or **Chapter Tests** to assess understanding of section or chapter content, or use **Alternative Assessments** and **Performance Tasks**, which include rubrics.

Scaffold assignments to support all students in their learning progression. The suggested assignments are a starting point. Assign additional exercises as appropriate to move every student toward proficiency.



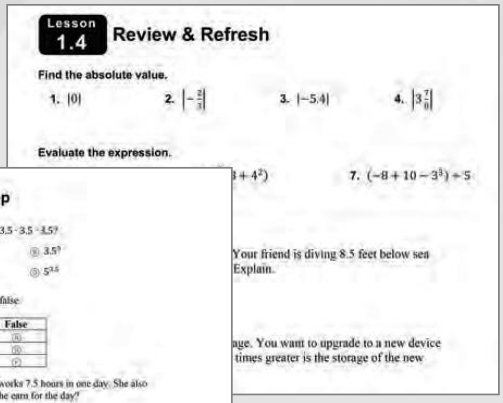
Assignment Guide

- Use the results from the □ exercises to provide differentiated support for all learners.
- Assign Review & Refresh exercises as appropriate for continued spaced practice.

Exercise	Emerging	Proficient	Advanced	DOK 1	DOK 2	DOK 3
1–5	Review & Refresh					
6		■	■			
7	■					
8		■	■			
9	■					
10		■				
11	□					
12		□	■			
13	□					
14		■	□			
15	■	□				

Assign print or digital versions of **Practice** using the **Assignment Guide** to scaffold for your students. Show answers and solutions in class using the **Answer Presentation Tool**.

Use the **B.E.S.T. Test Prep and Practice Workbook** to check understanding of prior skills, chapter and section Learning Targets and Success Criteria, and to prepare students for chapter and cumulative standardized test questions.


Lesson 1.4 Review & Refresh

Find the absolute value.

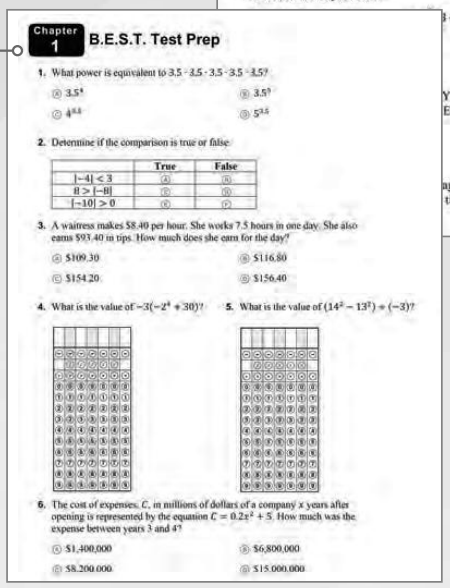
1. $|0|$ 2. $\left|-\frac{2}{3}\right|$ 3. $|-5.4|$ 4. $\left|3\frac{7}{8}\right|$

Evaluate the expression.

7. $(-8+10-3^3)\div 5$

Your friend is diving 8.5 feet below sea
Explain.

age. You want to upgrade to a new device
times greater is the storage of the new

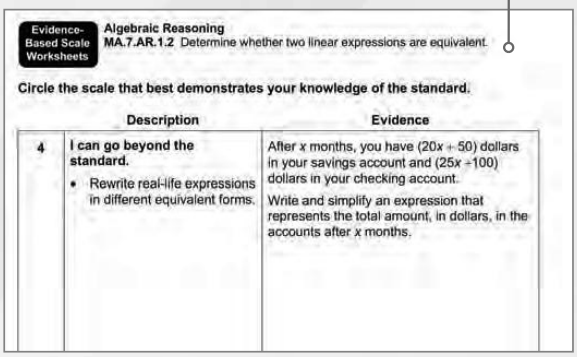

Chapter 1 B.E.S.T. Test Prep

1. What power is equivalent to $3.5 \cdot 3.5 \cdot 3.5 \cdot 3.5 \cdot 3.5$?
   - (A) 3.5^4
   - (B) 3.5^5
   - (C) $4^{3.5}$
   - (D) $5^{3.5}$
2. Determine if the comparison is true or false.

	True	False
$\lvert -4\rvert < 3$	(A)	(B)
$8 > \lvert -8\rvert$	(C)	(D)
$\lvert -10\rvert > 0$	(E)	(F)

3. A waitress makes $8.40 per hour. She works 7.5 hours in one day. She also earns $93.40 in tips. How much does she earn for the day?
   - (A) $109.30
   - (B) $116.80
   - (C) $154.20
   - (D) $156.40
4. What is the value of $-3(-2^4+30)$?
5. What is the value of $(14^2-13^2)\div(-3)$?
6. The cost of expenses, C, in millions of dollars of a company x years after opening is represented by the equation $C = 0.2x^2 + 5$. How much was the expense between years 3 and 4?
   - (A) $1,400,000
   - (B) $6,800,000
   - (C) $8,200,000
   - (D) $15,000,000

Use the **Evidence-Based Scale Worksheets** to assess student knowledge and understanding of each Florida Benchmark on a 1–4 rating scale. Use the results to help plan instruction and intervention.

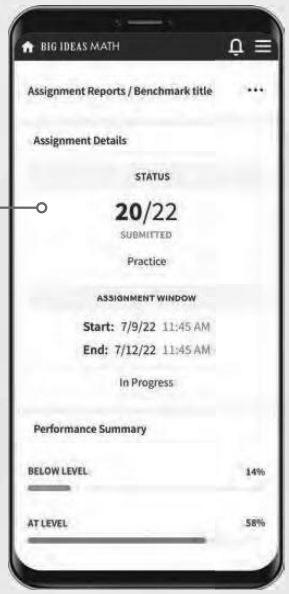

Evidence-Based Scale Worksheets

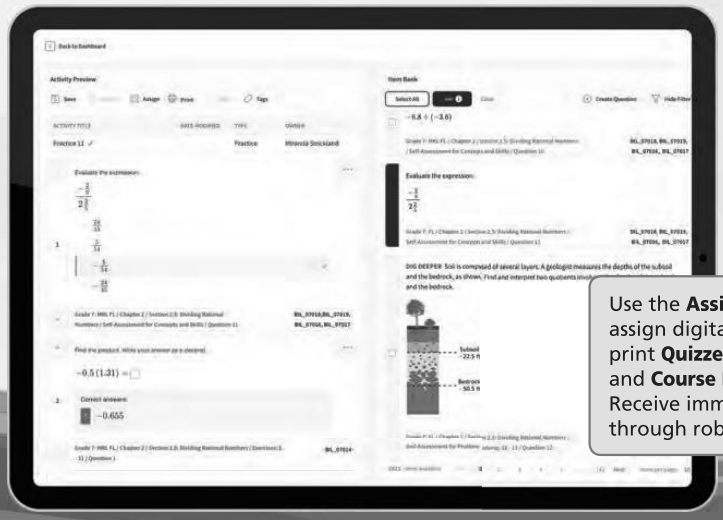
Algebraic Reasoning
MA.7.AR.1.2 Determine whether two linear expressions are equivalent.

Circle the scale that best demonstrates your knowledge of the standard.

	Description	Evidence
4	**I can go beyond the standard.** • Rewrite real-life expressions in different equivalent forms.	After x months, you have $(20x + 50)$ dollars in your savings account and $(25x + 100)$ dollars in your checking account. Write and simplify an expression that represents the total amount, in dollars, in the accounts after x months.

Measure learning across grades with adaptive **Progression Benchmark Tests**.



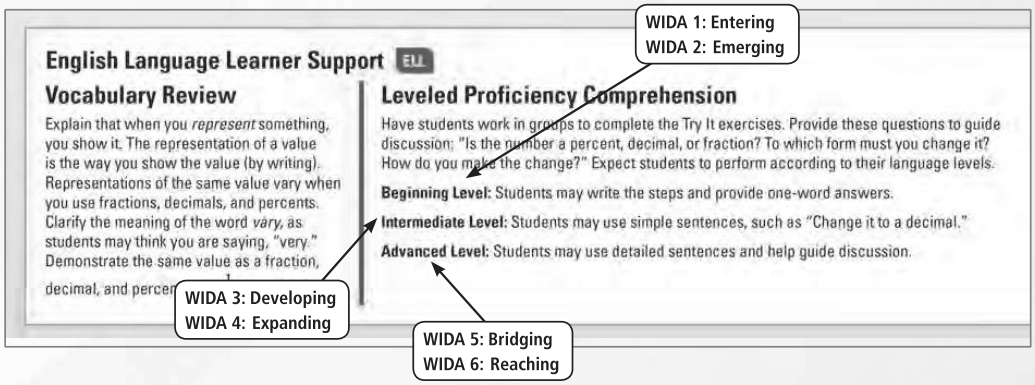


Use the **Assignment Builder** to assign digital versions of the print **Quizzes**, **Chapter Tests**, and **Course Benchmark Tests**. Receive immediate feedback through robust reporting.

Strategic Support for All Learners

Support for English Language Learners

Support your English Language Learner (ELL) students with a blend of print and digital resources available in Spanish. Look to your Teaching Edition for opportunities to support all students with the language development needed to mathematical understanding.



Students' WIDA scores are a starting point. As the year progresses and students' language skills change and grow, students may move in and out of language levels with varying content language demands.

Clarify, Connect, and Scaffold

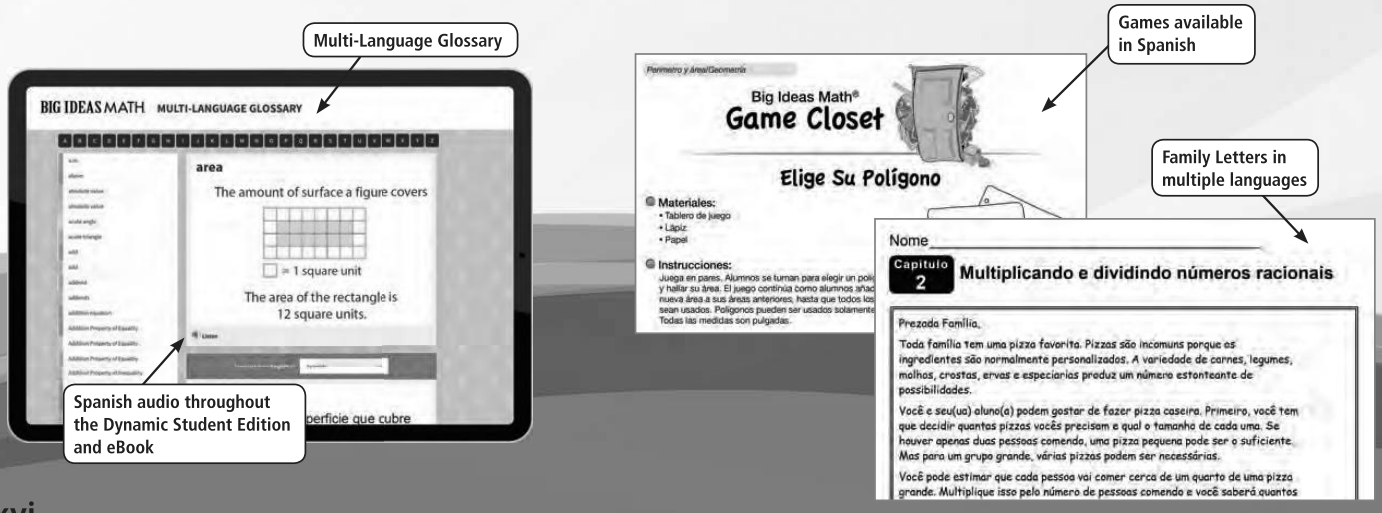
- Clarify language that may be difficult or confusing for ELL students
- Connect new learning to something students already know
- Differentiate student comprehension while completing practice exercises
- Target Beginner, Intermediate, and Advanced ELL students, which correspond to **WIDA** reading, writing, speaking, and listening language mastery levels

Practice Language and Content

- Practice math while improving language skills
- Use language as a resource to develop procedural fluency

Assess Understanding

- Check for development of mathematical reasoning
- Informally assess student comprehension of concepts

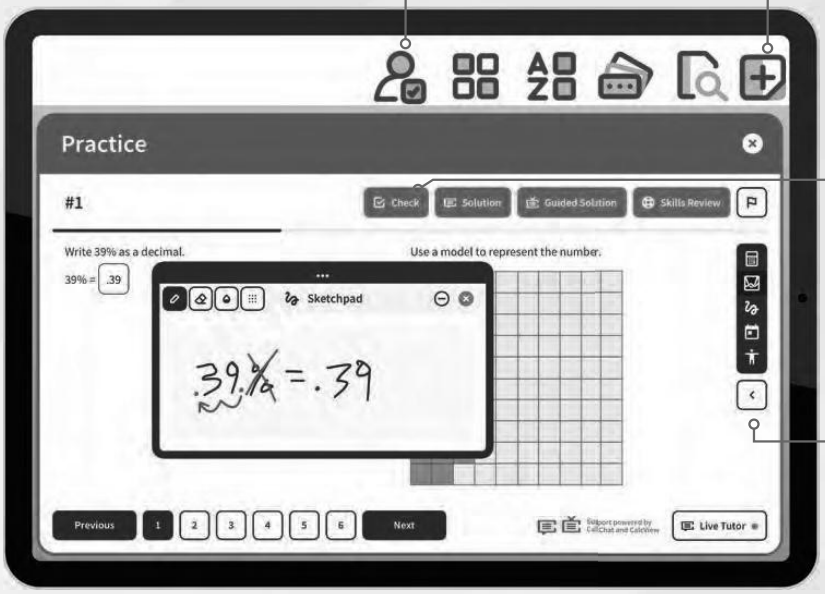


Students Get the Support They Need, When They Need It

There will be times throughout this course when students may need help. Whether they missed a lesson, did not understand the content, or just want to review, they can take advantage of the resources provided in the *Dynamic Student Edition*.

Students use the **Self-Assessment** tool to keep track of their understanding of the section's Learning Target and Success Criteria.

Students can take notes throughout the section using the **My Notes** function. These notes will be organized for them by chapter and section.



Students **Check** their answers to selected exercises as they work through the lesson. They can use the **Help** option to view the Digital Example and Extra Example videos.

Support your students as they use the available **tools** to help clearly show their work and demonstrate their math knowledge.

Use **CalcChat®** to view worked-out solutions for select exercises. Students can also chat with a live tutor.





Use **CalcView®** to watch a video of a worked-out solution for any exercise with a blue triangle. A teacher will explain, step-by-step, how to solve the problem.

Meeting the Needs of All Learners

Resources at Your Fingertips

This robust, innovative program utilizes a mixture of print and digital resources that allow for a variety of instructional approaches. The program encompasses hands-on activities, interactive explorations, videos, scaffolded instruction, learning support, and many more resources that appeal to students and teachers alike.

PRINT RESOURCES

Student Edition

Teaching Edition

Resources by Chapter

- Family Letter
- Warm-Ups
- Extra Practice
- Reteach
- Enrichment and Extension
- Puzzle Time

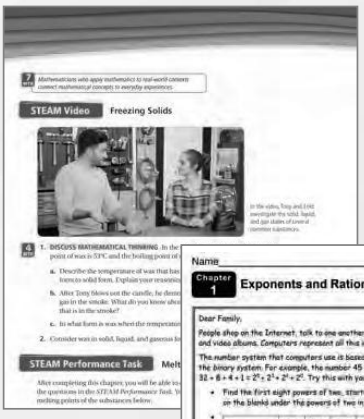
B.E.S.T. Test Prep and Practice Workbook

- Review & Refresh
- Self-Assessment
- Chapter Self-Assessment
- B.E.S.T. Test Prep
- Post-Course Test
- Evidence-Based Scale Worksheet

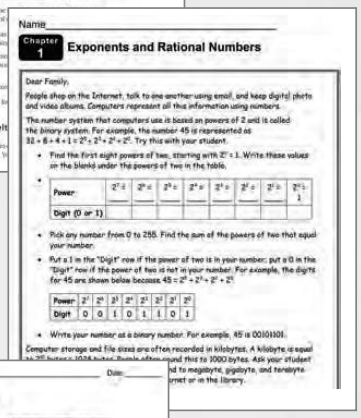
Assessment Book

- Prerequisite Skills Practice
- Pre- and Post-Course Tests
- Course Benchmark Tests
- Quizzes
- Chapter Tests
- Alternative Assessments
- Performance Tasks

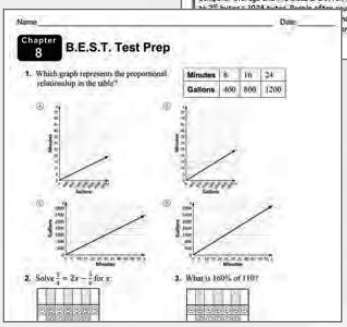
Skills Review Handbook



Student Edition



Family Letter



B.E.S.T. Test Prep

Through Program Resources

TECHNOLOGY RESOURCES

Dynamic Student Edition

- Interactive Tools
- Interactive Explorations
- Digital Examples
- Extra Example Videos
- Self-Assessments

Dynamic Classroom

- Laurie's Notes
- Interactive Tools
- Interactive Explorations
- Digital Examples with PowerPoints
- Formative Check
- Self-Assessment
- Flip-To
- Digital Warm-Ups and Closures
- Mini-Assessments

Resources

- Answer Presentation Tool
- CalcChat® and CalcView®
- Cross-Curricular Projects
- Skills Trainer
- Vocabulary Flash Cards
- STEAM Videos
- Game Library
- Multi-Language Glossary
- Lesson Plans
- Differentiating the Lesson
- Graphic Organizers
- Pacing Guides
- Worked-Out Solutions Key
- Math Tool Paper
- Family Letters
- Homework App

Dynamic Assessment System

- Practice
- Assessments
- Progression Benchmark Tests
- Detailed Reports

Video Support for Teachers

- Everyday Connections Videos
- Professional Development Videos
- Concepts and Tools Videos



Benchmark Code	Benchmark	Grade 8
Number Sense and Operations		
MA.8.NSO.1	**Solve problems involving rational numbers, including numbers in scientific notation, and extend the understanding of rational numbers to irrational numbers.**	
MA.8.NSO.1.1	Extend previous understanding of rational numbers to define irrational numbers within the real number system. Locate an approximate value of a numerical expression involving irrational numbers on a number line.	**8.5**
MA.8.NSO.1.2	Plot, order and compare rational and irrational numbers, represented in various forms.	**8.4, 8.5**
MA.8.NSO.1.3	Extend previous understanding of the Laws of Exponents to include integer exponents. Apply the Laws of Exponents to evaluate numerical expressions and generate equivalent numerical expressions, limited to integer exponents and rational number bases, with procedural fluency.	**7.1, 7.3, 7.4,** 7.5, 7.7
MA.8.NSO.1.4	Express numbers in scientific notation to represent and approximate very large or very small quantities. Determine how many times larger or smaller one number is compared to a second number.	**7.5, 7.6, 7.7**
MA.8.NSO.1.5	Add, subtract, multiply and divide numbers expressed in scientific notation with procedural fluency.	**7.5, 7.7**
MA.8.NSO.1.6	Solve real-world problems involving operations with numbers expressed in scientific notation.	**7.5, 7.7**
MA.8.NSO.1.7	Solve multi-step mathematical and real-world problems involving the order of operations with rational numbers including exponents and radicals.	**8.1, 8.3**
Algebraic Reasoning		
MA.8.AR.1	**Generate equivalent algebraic expressions.**	
MA.8.AR.1.1	Apply the Laws of Exponents to generate equivalent algebraic expressions, limited to integer exponents and monomial bases.	**7.1,** 7.2, **7.3, 7.4**
MA.8.AR.1.2	Apply properties of operations to multiply two linear expressions with rational coefficients.	**7.2**
MA.8.AR.1.3	Rewrite the sum of two algebraic expressions having a common monomial factor as a common factor multiplied by the sum of two algebraic expressions.	**7.2**

Boldface indicates a lesson in which the benchmark is a primary focus.

Mathematics Correlated to Grade 8



Benchmark Code	Benchmark	Grade 8
MA.8.AR.2	**Solve multi-step one-variable equations and inequalities.**	
MA.8.AR.2.1	Solve multi-step linear equations in one variable, with rational number coefficients. Include equations with variables on both sides.	**1.1, 1.2, 1.3,** 3.2, 3.3, 3.4, 3.5, 4.5
MA.8.AR.2.2	Solve two-step linear inequalities in one variable and represent solutions algebraically and graphically.	**1.4, 1.5**
MA.8.AR.2.3	Given an equation in the form of $x^2 = p$ and $x^3 = q$, where p is a whole number and q is an integer, determine the real solutions.	**8.1,** 8.2, **8.3, 8.5,** 8.6
MA.8.AR.3	**Extend understanding of proportional relationships to two-variable linear equations.**	
MA.8.AR.3.1	Determine if a linear relationship is also a proportional relationship.	**4.3**
MA.8.AR.3.2	Given a table, graph or written description of a linear relationship, determine the slope.	**4.2,** 4.3, **4.4, 4.5,** 4.6, 4.7, 5.2, 6.3
MA.8.AR.3.3	Given a table, graph or written description of a linear relationship, write an equation in slope-intercept form.	**4.5,** 4.6, 4.7, 5.2, 6.2, **6.3**
MA.8.AR.3.4	Given a mathematical or real-world context, graph a two-variable linear equation from a written description, a table or an equation in slope-intercept form.	**4.1, 4.3, 4.4,** 4.6, 4.7, 6.2, **6.3**
MA.8.AR.3.5	Given a real-world context, determine and interpret the slope and y-intercept of a two-variable linear equation from a written description, a table, a graph or an equation in slope-intercept form.	**4.2,** 4.3, **4.4, 4.5,** 4.6, 4.7, **5.2,** 6.3
MA.8.AR.4	**Develop an understanding of two-variable systems of equations.**	
MA.8.AR.4.1	Given a system of two linear equations and a specified set of possible solutions, determine which ordered pairs satisfy the system of linear equations.	**4.6,** 4.7
MA.8.AR.4.2	Given a system of two linear equations represented graphically on the same coordinate plane, determine whether there is one solution, no solution or infinitely many solutions.	**4.7**
MA.8.AR.4.3	Given a mathematical or real-world context, solve systems of two linear equations by graphing.	**4.6, 4.7**

Boldface indicates a lesson in which the benchmark is a primary focus.

Benchmark Code	Benchmark	Grade 8
	Functions	
MA.8.F.1	**Define, evaluate and compare functions.**	
MA.8.F.1.1	Given a set of ordered pairs, a table, a graph or mapping diagram, determine whether the relationship is a function. Identify the domain and range of the relation.	**6.1, 6.2,** 6.3
MA.8.F.1.2	Given a function defined by a graph or an equation, determine whether the function is a linear function. Given an input-output table, determine whether it could represent a linear function.	**6.3, 6.4**
MA.8.F.1.3	Analyze a real-world written description or graphical representation of a functional relationship between two quantities and identify where the function is increasing, decreasing or constant.	**6.5**
	Geometric Reasoning	
MA.8.GR.1	**Develop an understanding of the Pythagorean Theorem and angle relationships involving triangles.**	
MA.8.GR.1.1	Apply the Pythagorean Theorem to solve mathematical and real-world problems involving unknown side lengths in right triangles.	**8.2**
MA.8.GR.1.2	Apply the Pythagorean Theorem to solve mathematical and real-world problems involving the distance between two points in a coordinate plane.	**8.2, 8.5,** 8.6
MA.8.GR.1.3	Use the Triangle Inequality Theorem to determine if a triangle can be formed from a given set of sides. Use the converse of the Pythagorean Theorem to determine if a right triangle can be formed from a given set of sides.	**3.1, 8.6**
MA.8.GR.1.4	Solve mathematical problems involving the relationships between supplementary, complementary, vertical or adjacent angles.	**3.2**
MA.8.GR.1.5	Solve problems involving the relationships of interior and exterior angles of a triangle.	**3.3,** 3.4, 3.5
MA.8.GR.1.6	Develop and use formulas for the sums of the interior angles of regular polygons by decomposing them into triangles.	**3.4**

Boldface indicates a lesson in which the benchmark is a primary focus.

Mathematics Correlated to Grade 8 (continued)

Benchmark Code	Benchmark	Grade 8
MA.8.GR.2	**Understand similarity and congruence using models and transformations.**	
MA.8.GR.2.1	Given a preimage and image generated by a single transformation, identify the transformation that describes the relationship.	**2.4**
MA.8.GR.2.2	Given a preimage and image generated by a single dilation, identify the scale factor that describes the relationship.	**2.5, 2.6,** 4.2, 4.3, 4.4
MA.8.GR.2.3	Describe and apply the effect of a single transformation on two-dimensional figures using coordinates and the coordinate plane.	**2.1, 2.2, 2.3, 2.5**
MA.8.GR.2.4	Solve mathematical and real-world problems involving proportional relationships between similar triangles.	**2.6, 3.5**
Data Analysis and Probability		
MA.8.DP.1	**Represent and investigate numerical bivariate data.**	
MA.8.DP.1.1	Given a set of real-world bivariate numerical data, construct a scatter plot or a line graph as appropriate for the context.	**5.1,** 5.2, **5.3**
MA.8.DP.1.2	Given a scatter plot within a real-world context, describe patterns of association.	**5.1,** 5.2, 5.3
MA.8.DP.1.3	Given a scatter plot with a linear association, informally fit a straight line.	**5.2,** 5.3
MA.8.DP.2	**Represent and find probabilities of repeated experiments.**	
MA.8.DP.2.1	Determine the sample space for a repeated experiment.	**5.4, 5.5**
MA.8.DP.2.2	Find the theoretical probability of an event related to a repeated experiment.	**5.5**
MA.8.DP.2.3	Solve real-world problems involving probabilities related to single or repeated experiments, including making predictions based on theoretical probability.	**5.5**

Boldface indicates a lesson in which the benchmark is a primary focus.

Suggested Pacing

Chapters 1–8 151 Days

Chapter 1 (17 Days)

Chapter Opener	1 Day
Section 1.1	2 Days
Section 1.2	3 Days
Section 1.3	3 Days
Section 1.4	2 Days
Section 1.5	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**17 Days**

Chapter 2 (22 Days)

Chapter Opener	1 Day
Section 2.1	3 Days
Section 2.2	3 Days
Section 2.3	3 Days
Section 2.4	3 Days
Section 2.5	3 Days
Section 2.6	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**39 Days**

Chapter 3 (17 Days)

Chapter Opener	1 Day
Section 3.1	2 Days
Section 3.2	3 Days
Section 3.3	2 Days
Section 3.4	3 Days
Section 3.5	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**56 Days**

Chapter 4 (21 Days)

Chapter Opener	1 Day
Section 4.1	2 Days
Section 4.2	2 Days
Section 4.3	3 Days
Section 4.4	2 Days
Section 4.5	2 Days
Section 4.6	3 Days
Section 4.7	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**77 Days**

Chapter 5 (17 Days)

Chapter Opener	1 Day
Section 5.1	2 Days
Section 5.2	3 Days
Section 5.3	2 Days
Section 5.4	3 Days
Section 5.5	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**94 Days**

Chapter 6 (15 Days)

Chapter Opener	1 Day
Section 6.1	2 Days
Section 6.2	2 Days
Section 6.3	2 Days
Section 6.4	2 Days
Section 6.5	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**109 Days**

Chapter 7 (23 Days)

Chapter Opener	1 Day
Section 7.1	3 Days
Section 7.2	2 Days
Section 7.3	3 Days
Section 7.4	3 Days
Section 7.5	2 Days
Section 7.6	3 Days
Section 7.7	3 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**132 Days**

Chapter 8 (19 Days)

Chapter Opener	1 Day
Section 8.1	2 Days
Section 8.2	3 Days
Section 8.3	2 Days
Section 8.4	3 Days
Section 8.5	3 Days
Section 8.6	2 Days
Connecting Concepts	1 Day
Chapter Review	1 Day
Chapter Test	1 Day
Year-To-Date	**151 Days**

An editable version of the Suggested Pacing is available at *BigIdeasMath.com*.

1 Equations and Inequalities

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Section 1.1 Solving Simple Equations 3
Section 1.2 Solving Multi-Step Equations 11
Section 1.3 Solving Equations with Variables on Both Sides 17
Section 1.4 Solving One-Step Inequalities 25
Section 1.5 Solving Two-Step Inequalities 33
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2 Transformations

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Practice Test WITH CalcChat® 100
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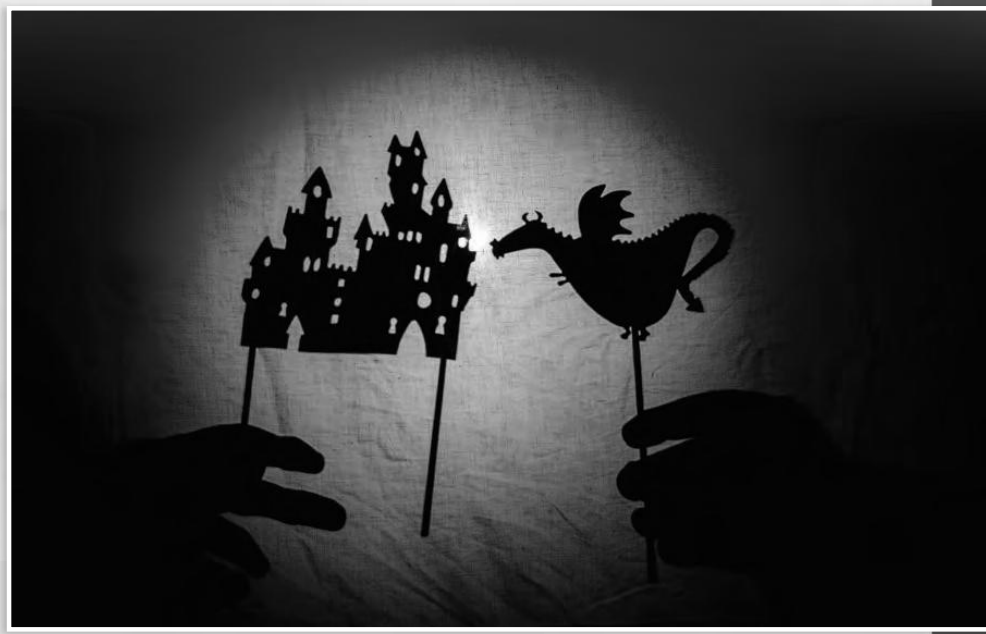
B.E.S.T. Test Prep Cumulative Practice WITH CalcChat® 102



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4 Linear Equations and Linear Systems

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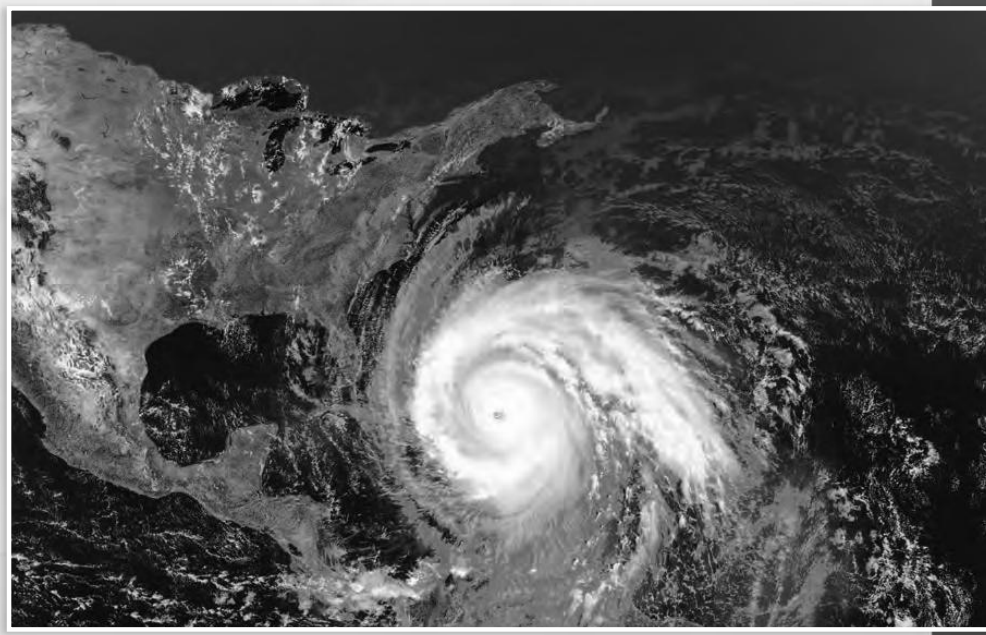
B.E.S.T. Test Prep Cumulative Practice WITH CalcChat® 208



5 Statistics and Probability

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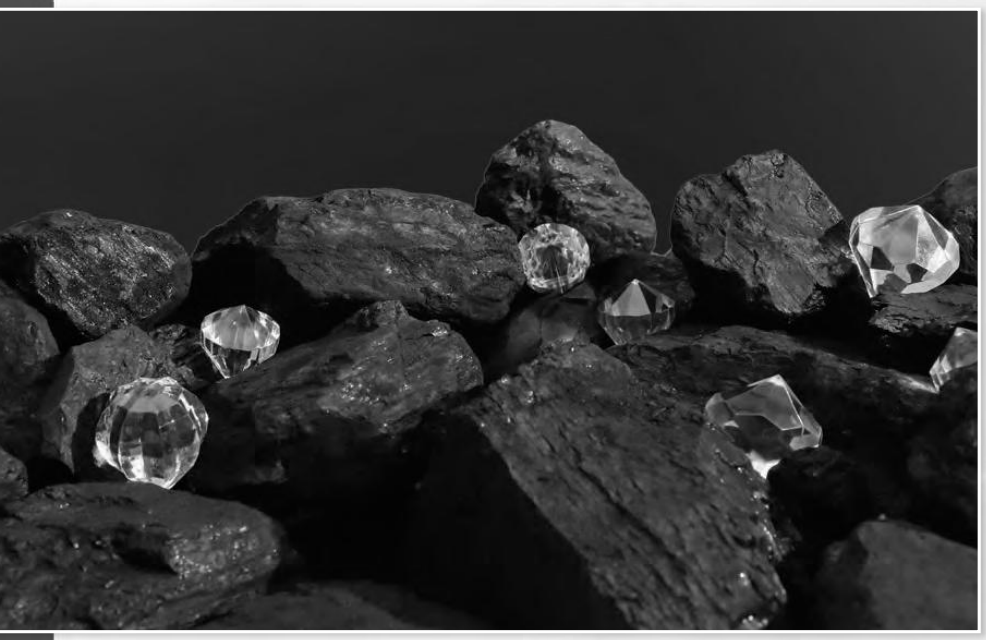

8 Real Numbers and the Pythagorean Theorem

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ATTACHMENT D

Reading curriculum

Attachment D

Proposed ELA/Reading Curriculum for North River Charter Academy

North River Charter Academy (NRCA) will follow Manatee County's Evidence-Based comprehensive reading plan. The School will teach the B.E.S.T. Standards in ELA to students in grades K-8 using evidence-based core, supplementary, and intervention materials. Based on research on the science of reading, the School will use a Structured Literacy Approach to provide systematic, explicit reading instruction to students that is based on data to meet the individualized needs of students. NRCA will focus on early detection of students who exhibit reading deficiencies or characteristics of dyslexia. In accordance with s. 1008.25(5)a, NRCA will use reading intervention programs that provide explicit, direct instruction that is systematic, sequential, and cumulative in language development, phonological awareness, phonics, fluency vocabulary, and comprehension, as applicable. Daily, targeted, small group reading interventions will be provided during regular school hours based on need. An interdisciplinary approach will be used to teach writing. Teachers will provide students with explicit writing instruction, and students will use their writing skills across the curriculum to internalize the material through a writing-to-learn approach. Content vocabulary instruction will be emphasized to increase student understanding and mastery of content material. Reading and literacy instruction will be incorporated by teachers across all disciplines to deepen understanding of text. A summary of the ELA/Reading Plan, as delineated in Section 4 of the charter application, is provided below.

ELA/Reading Curriculum and Instructional Program (K-8)

- NRCA will utilize the Savvas *myView Literacy* core curriculum in English Language Arts for students in grades K-5 and the *Amplify ELA* core curriculum for students in grades 6-8. These programs will be used to teach the B.E.S.T. Standards in ELA to students in grades K-8.
- Teachers will use evidence-based reading strategies from the science of reading research. Teachers will be trained in using scaffolding strategies and small-group, data-driven instruction to ensure that instruction addresses the needs of all learners.
- Students in grade K-5 will receive 90 minutes of uninterrupted ELA instruction daily that follows a framework that includes whole group; small group, teacher-led instruction; small group activities; independent assignments; and one-on-one support as needed. Lessons will include strategies to support English Language Learners and Student with Disabilities or other special needs.
- In addition to the required 90 minutes of uninterrupted ELA instruction that students in grades K-5 will receive daily, students will receive an additional 30 minutes of explicit writing instruction daily that will focus on teaching writing skills and using writing as a method for learning and internalizing content area material across all disciplines. The School will use the *WriteScore* curriculum in K-5 during the daily 30-minute writing block to provide explicit writing instruction that will be used throughout all curricular areas.
- Students in Grades 6-8 will receive daily core instruction in English Language Arts for a minimum of 55 minutes. Students in grades 6-8 who achieve a Level 1 or 2 on the state-mandated ELA assessment will be enrolled in an Intensive Reading course in addition to the ELA core course.

- Writing Across the Curriculum (WAC) will be emphasized school-wide across all grade levels. Students in grades K-8 will use writing across all disciplines to increase knowledge and understanding of the subject matter, as well as to increase proficiency in writing.
- The School will emphasize the teaching of content vocabulary to develop a deeper level of understanding of the state standards for students in all academic content areas. As such, as a supplementary program for students in grades K-5. Teachers will incorporate content vocabulary instruction during all instructional blocks to increase students' vocabulary skills and enhance knowledge and understanding of content area material.
- NRCA will use Curriculum Associates *i-Ready Reading* as a supplementary online reading curriculum to provide individualized reading support for all students in grades K-8 during Tier 1 ELA instruction. Teachers will administer the i-Ready diagnostic assessment to students at the beginning of the year to place students on an individualized learning path with the goal of increasing each student's reading level throughout the year. Students will be required to work on their i-Ready lessons for a minimum of 45 minutes per week. Teachers will monitor the completion of lessons by each student weekly and review performance reports to track individual students' progress. Student data reports from i-Ready will be used by teachers to form student groups (with a maximum of six students per group) to plan and deliver data-driven, small-group instruction using i-Ready lessons from the Teacher Toolbox, as well as to assign independent skill-based online lessons for students to complete. Continuous monitoring of individual students' progress will be a key factor in ensuring students increase their level of proficiency in reading throughout the year and work toward mastering grade level ELA standards. The i-Ready program provides an opportunity for students learning below grade level to be assigned foundational standards-based assignments that correlate with the grade level standards for which they are struggling.
- Students who are working above grade level in reading will be provided with differentiated instruction, challenging activities, and advanced course work that meets their needs and motivates them to continue excelling academically. The i-Ready program meets the needs of students who are reading at or above grade level through lessons and activities that are at their current instructional levels.

Students with Reading Deficits

- Students who fail to make progress through interventions provided during core ELA instruction in grades K-8 will receive additional instruction and remediation in reading using differentiated materials and strategies. Teachers will use lessons and resources from the i-Ready Teacher Toolbox as well as other resources from the core reading program to provide immediate support to students in reading.
- Students who fail to make adequate progress during Tier 1 ELA instruction will be referred to the School's MTSS problem-solving teams to review the student's performance data, discuss possible barriers to learning, and develop an individualized plan that defines intervention strategies to be used with students for a specified amount of time, and benchmark assessments to monitor progress at interval times. A description of the School's Multi-Tiered System of Supports (MTSS) framework is provided in Section 4 of the charter application.
- Tier 2 and Tier 3 interventions will be provided to students in grades K-5 using evidence-based programs in accordance with the student's Tier 2 or Tier 3 intervention plan. For students in grades K-5, the proposed evidence-based intervention program for Tier 2 and Tier 3 students is Wilson Language Training *Fundations*. Tier and Tier 3 students in grades 3-8 will receive

interventions using the *i-Ready* Reading program. Tier 2 and 3 students in grades K-2 will also use the resources from the University of Florida Literacy Institute (UFLI). In addition to the 90 minutes of daily ELA in instruction, and the 30 minutes of daily writing instruction, K-5 Tier 2 students will receive targeted interventions two times per week, 15 minutes per session, and Tier 3 students will receive intensive interventions four times per week, 15 minutes per session. The MTSS Plan is provided in Section 4 of the charter application.

- In accordance with s. 1002.20(11), F.S., the parent of any K-3 student who exhibits a substantial reading deficiency or the characteristics of dyslexia shall be immediately notified of the student's deficiency.
- The school will keep parents abreast of students' reading progress on a regular basis and will elicit their support in helping their children practice reading at home.
- Students in grades 6-8 who are performing below grade level in reading (performing at a Level 1 or 2 on the state-wide exam in ELA) will be enrolled in an Intensive Reading course, in addition to the core ELA course for the student's grade level. An evidence-based intervention program, *Read 180*, will be used to provide intensive reading instruction. NRCA's problem-solving team, called the "Student Success Team," will monitor students' progress in the Intensive Reading course and engage in problem-solving as needed to ensure positive student response to intervention.
- Any teacher in grades K-8 who provides reading instruction for an ESE student will utilize ESE strategies to provide appropriate instruction within the mainstream ELA classes. ESE students will receive appropriate ESE services and support from an ESE-certified teacher as specified in the student's IEP.
- Any teacher in grades K-8 who provides reading instruction for an ELL student will be ESOL-endorsed, or on the path to ESOL-endorsement, and will utilize ESOL strategies and native language dictionaries, as needed, to provide comprehensible instruction in the mainstream English and Reading classes.

Diagnostic Assessments and Progress Monitoring

- Per s. 1008.25(4)(a), F.S., each student must participate in the statewide, standardized assessment program required under s. 1008.22 and the coordinated screening and progress monitoring system. Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance.
- Per s. 1008.25(8)7b, F.S., public schools must participate in the coordinated screening and progress monitoring system. For student in grade Pre-K through grade 2, the coordinated screening and progress monitoring system must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program year or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year pursuant to state board rule. For grades 3 through 10 English Language Arts, the coordinated screening and progress monitoring system must be administered at the beginning, middle, and end of the school year pursuant to state board rule. The end-of-year administration of the coordinated screening and

progress monitoring system must be a comprehensive progress monitoring assessment administered in accordance with the scheduling requirements under s. 1008.22(7)(c).

- Per s. 1008.25(5), any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency.
- NCRA will also administer the i-Ready Diagnostic Assessment at the beginning of the year to all K-8 students to provide teachers with a complete picture of student performance relating to their grade level and national norms. The i-Ready Assessment is given to third grade students at the end of the year to be used, as needed, for good cause promotion.
- Using the results of the i-Ready Baseline Assessment, each student in grades K-8 will be placed on the appropriate "path" based on their baseline reading level. All students will be expected to reach their annual individualized "stretch" growth goal as determined by i-Ready.
- Data chats will be held with students at scheduled times throughout the year to review their progress in reaching their target goals.
- Throughout the year, teachers will use i-Ready reports to monitor the reading progress of each student. Student standardized and progress monitoring test scores will be analyzed to provide reading interventions and monitor progress at interval periods as stipulated in the student's intervention plan. Interventions must continue until the student demonstrates grade level proficiency.
- Classroom assessments will be administered on an ongoing basis. Teacher-made tests, quizzes, authentic learning products, essays, and mastery-based tests will be used to assess students' mastery of the ELA B.E.S.T. Standards.
- ESE students will be provided testing accommodations as delineated in their IEPs.
- ELL students will receive all allowable testing accommodations.

Professional Learning, Inservice, Endorsement or Certification Requirements for Reading Teachers

- All teachers will be trained in the proper implementation of the core curriculum as well as in the use of supplementary and reading intervention programs used in their courses. All teachers will receive professional learning throughout the year on the use of evidence-based skills grounded in the science of reading research and on the implementation of the Structured Literacy Approach to teaching reading.
- An applicant for renewal of a professional certificate with a beginning validity date of July 1, 2020, or thereafter in any area of certification identified by State Board of Education rule that includes reading instruction or intervention for any students in kindergarten through grade 6, must earn a minimum of 2 college credits or the equivalent in-service points in the use of explicit, systematic, and sequential approaches to reading instruction, developing phonemic awareness, and implementing multisensory intervention strategies.
- Per s. 1011.62, F.S., intensive reading interventions must be delivered by instructional personnel who possess the micro-credential as provided in s. 1003.485 or are certified or endorsed in reading and must incorporate evidence-based strategies identified by the Just Read, Florida! Office pursuant to s. 1001.215(8). Instructional personnel who possess a micro-credential as specified in s. 1003.485 and are delivering intensive reading interventions must

be supervised by an individual certified or endorsed in reading.

- Teachers who are assigned to teach reading to retained third graders, including summer camp students, must be highly effective, per the teacher's performance evaluation, and must be reading endorsed or certified.
- Teachers who teach any grade 7-12 state-coded reading course must be reading endorsed or certified.

Additional Reading Opportunities

- As specified in s. 1003.485(2), F.S., the New Worlds Reading Initiative has been established by the FLDOE to instill love of reading by providing high-quality, free books to students in pre-kindergarten to grade 5 who are reading below grade level and to improve their reading skills.
- Students will have an opportunity to read a wide variety of texts within different genres through the availability of classroom libraries that contain novels and other periodicals that range in reading levels.
- Upon enrollment for the following year, students will receive a list of required summer reading for each grade level. Students will be given several options of novels at each grade level from which to choose. Additionally, the students will be provided with options for assignments to complete after reading the selected novel and due dates for these assignments during the beginning several weeks of the school year.

ATTACHMENT E

Not Applicable

ATTACHMENT F

Assessment Schedule

FLORIDA STATEWIDE ASSESSMENT PROGRAM
PRELIMINARY 2024–2025 SCHEDULE*

The testing windows below denote the amount of time provided for districts and schools to select test administration days; they do not represent the amount of time students spend taking the assessments. The windows are established to provide maximum flexibility to efficiently deliver these important measurements of student progress and performance and maximize student learning and instructional time.

Writing	
Dates	**Assessment**
March 31–April 11, 2025	Grades 4–10 B.E.S.T. Writing
English Language Arts (ELA) Reading and Mathematics	
Dates	**Assessment**
May 1–30, 2025	Grades 3–10 FAST ELA Reading & Grades 3–8 Mathematics End-of-Year Progress Monitoring Assessment (**Third Administration, PM3**)
Statewide Science Assessment	
Dates	**Assessment**
May 5–16, 2025	Grades 5 & 8 Science
End-of-Course (EOC) Assessments	
Dates	**Assessment**
September 16–October 4, 2024 December 2–20, 2024 May 1–30, 2025 July 14–25, 2025	B.E.S.T. Algebra 1 & Geometry Biology 1, Civics, & U.S. History
Retake Assessments	
Dates	**Assessment**
September 16–October 4, 2024	FSA Grade 10 ELA Reading Retake FSA Grade 10 ELA Writing Retake FSA Algebra 1 Retake
February 17–March 7, 2025	B.E.S.T. Algebra 1 Retake FSA Grade 10 ELA Writing Retake FSA Grade 10 ELA Reading Retake FSA Algebra 1 Retake

* School districts establish daily testing schedules within these windows according to state-provided guidance. For more detailed scheduling information for a specific school or district, please visit that organization's website.

Preliminary

FLORIDA STATEWIDE ASSESSMENT PROGRAM
PRELIMINARY 2024–2025 SCHEDULE

The windows below denote the amount of time provided for districts and schools to select progress monitoring administration days; they do not represent the amount of time students spend taking progress monitoring assessments. The windows are established to provide maximum flexibility to efficiently deliver these important measurements of student progress and performance and maximize student learning and instructional time.

Florida Assessment of Student Thinking (FAST)	
Dates	**Grade Levels and Subjects**
First Administration (PM1): August 5–September 27, 2024 **Second Administration (PM2):** December 2, 2024–January 24, 2025 **Third Administration (PM3):** April 14–May 30, 2025	Grades K–2* FAST Reading & Mathematics
First Administration (PM1): August 12–September 27, 2024 **Second Administration (PM2):** December 2, 2024–January 24, 2025 **Third Administration (PM3):** May 1–May 30, 2025	Grades 3–10 FAST ELA Reading, Grades 3–8 FAST Mathematics, & Grade 10 FAST ELA Reading Retake

*Assessment calendar guidance for VPK programs is available at http://www.floridaearlylearning.com/vpk/fast.

Florida Alternate Assessment	
Dates	**Grade Levels and Subjects**
September 23–October 11, 2024	**Alternate Assessments*—Performance Task** Grade 10 ELA Makeup Algebra 1 Makeup
February 24–April 11, 2025	**Alternate Assessments*—Performance Task** Grades 3–8 ELA & Mathematics Grades 4–8 Writing Grades 5 & 8 Science End-of-Course Assessment (Civics)
March 10–April 25, 2025	**Alternate Assessments*—Performance Task** Grades 9 & 10 ELA Grades 9 & 10 Writing End-of-Course Assessments (Algebra 1, Biology 1, Geometry & U.S. History)
Data Collection Periods: September–October 2024 November–December 2024 March–April 2025	**Alternate Assessments*—Datafolio** Grades 3–10 ELA (Reading & Writing) Grades 3–8 Mathematics Grades 5 & 8 Science End-of-Course Assessments (Algebra 1, Biology 1, Civics, Geometry & U.S. History)

*Aligned to Access Points for B.E.S.T.

Preliminary

FLORIDA STATEWIDE ASSESSMENT PROGRAM
PRELIMINARY 2024–2025 SCHEDULE

Other Statewide Assessments	
Dates	**Assessment**
September–December 2024	Preliminary ACT (PreACT)
TBD	Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT)
November 4–December 20, 2024 April 14–May 30, 2025	Florida Civic Literacy Exam
January–March 2025	National Assessment of Educational Progress (NAEP) Long-Term Trend (ages 9, 13, 17)
January 20–March 14, 2025	ACCESS for ELLs Alternate ACCESS for ELLs
March–April 2025	ACT*
March–April 2025	SAT*
May 2025	Advanced Placement (AP) Exams

*Districts will select either ACT or SAT to administer to all Grade 11 students in the district.

Preliminary

North River Charter Academy Interim Assessments

- **i-Ready Diagnostic Reading and Math Assessments:** NRCA will use the i-Ready Reading and Math Diagnostic Assessments to determine baseline levels. The assessment is given **once per year** (prior to the F.A.S.T. ELA and Math assessments) to determine an individualized pathway for students to engage in i-Ready lessons. The i-Ready program will allow teachers to track how students are performing throughout the school year and group them for re-teaching or targeted interventions to support each student in meeting their individualized i-Ready growth goal or "stretch" goal. Parents will have access to their results within one week of assessment.
- **Read 180:** NRCA will use Read 180 for its intensive reading classes for grades 6-8. Students are provided with an **initial diagnostic assessment** and then provided lessons and online bridge lessons that are appropriate for the assessed grade level. Additionally, students will be grouped based on their initial level. This process will be done at the start of each academic quarter **(four times per year)** and students' levels and groups will be adjusted accordingly. Parents will have access to their results within one week of assessment.
- **Math 180:** NRCA will use Math 180 for its intensive math classes for grades 6-8. Students are provided with an **initial diagnostic assessment in the fall** and then provided lessons and online bridge lessons that are appropriate for the assessed grade level. Additionally, students will be grouped based on their initial level. This process will be done at the start of each academic **quarter (four times per year)** and students' levels and groups will be adjusted accordingly. Parents will have access to their results within one week of assessment.
- **Writing Score Assessments:** NRCA will use Write Score for its writing assessments for grades K-8. Students are provided with **an initial diagnostic written assessment** and then provided lessons and online bridge lessons that are appropriate for the assessed grade level. Additionally, students will be grouped based on their initial level. **This process will be done three times a year (August, November, and February)** and will be based on the writing styles noted within the grade level standards. Teachers will have access to remediation lessons for each of the rubric categories with lessons and materials provided. Parents will have access to their results within one week of assessment.
- **Civics Interim Assessments:** NRCA will use the assessment provided with the Civics curriculum, as well as **interim assessments provided within the** *Gateway to American Government and Civics* supplementary curriculum to assess learning progress towards end of year standards. The teacher will administer a **pre-test (August), mid-year test (December), and a post-test (April)** to identify standards gaps and work with students using additional lessons and activities. Parents will be provided with the test results within one week of assessment.
- **Science Interim Assessments:** NRCA 5th and 8th Grade students will be progress monitored three times a year through a **pre-test (August), mid-year test (December), and a post-test (April)** provided through the Coach Science workbooks. These will be graded, and standards will be analyzed to determine learning gaps. Parents will be provided with the results within a week of assessment.

- **<u>Unit Assessments from Core Curriculum Programs:</u> ELA, Math, Algebra, Science, Social Studies, Civics):** Each of the state adopted curriculum choices adopted by NRCA provide formative assessments, interim assessments, and project-based assessments that are standard aligned and will be used to gather information on student progress throughout each unit. Assignments and assessments will be provided to students as a whole group and with any allowable accommodations. Student grades will be provided through FOCUS for parent access and monitoring.
- **<u>Other Student Academic Progress Monitoring</u>:** Teacher-made tests, projects, research papers, class participation in discussions, use of checklists, rubrics, and exit tickets. These methods will be used by teachers to inform instruction and gather data about each student's level of understanding and mastery of lesson objectives and standards.

ATTACHMENT G

Not Applicable

ATTACHMENT H

Articles of incorporation

ARTICLES OF INCORPORATION
OF
NORTH RIVER CHARTER ACADEMY, INC.

(A Florida Not-For-Profit Corporation)

The undersigned Incorporator hereby files this, the Articles of Incorporation of NORTH RIVER CHARTER ACADEMY, INC., as a non-profit corporation under Chapter 617, *Florida Statutes*:

Article I
NAME

The name of this corporation shall be NORTH RIVER CHARTER ACADEMY, INC. (hereinafter called the "Corporation").

Article II
PRINCIPAL OFFICE AND MAILING ADDRESS

The initial mailing address and office of the Corporation is 15209 27th Court E, Parrish, Florida 34219.

Article III
COMMENCEMENT OF CORPORATE EXISTENCE

The Corporation shall commence its existence as of the date of filing for incorporation with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

Article IV
PURPOSES

The general purpose of this Corporation shall be to operate exclusively for charitable, educational, scientific, or literary purposes, and in furtherance of such goals is authorized to do any and all activities which it is empowered to do under these Articles provided, however, that nothing herein shall be construed as allowing any activities which would jeopardize the Corporation's tax-exempt status or otherwise be inconsistent with its classification as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "Code") and its regulations as they now exist or may hereafter be amended, or as a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

The specific purpose for which the Corporation is formed is to establish, develop, maintain, improve, manage, and otherwise operate one or more public charter schools.

Article V
GENERAL POWERS

This Corporation shall have all the powers enumerated for corporations in the Florida Not-For-Profit Corporation Act, as it now exists and as hereafter amended, and all such other powers as are permitted by applicable law, including, without limitation and only by illustration, the following powers unless later restricted by applicable law or charter contract:

A. To have succession by its corporate name for the duration of its existence.

B. To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

C. To have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced provided, however, such seal shall always contain the words "corporation not for profit."

D. To purchase, take, receive, lease, take by gift, devise or bequest or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated.

E. To sell, convey, mortgage, pledge, create security interests in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

F. To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

G. To make donations for the public welfare or for religious, charitable, scientific, educational, or other similar purposes.

H. To increase, by a vote of its members cast as the Bylaws may direct, the number of its directors, so that the number shall not be less than three but may be any number in excess thereof.

I. To conduct its affairs, carry on its operations, and have offices and exercise the powers granted by the Florida Not-For-Profit Corporation Act in any state, territory, district, or possession of the United States or any foreign country.

J. To elect or appoint officers and agents and define their duties.

K. To adopt, change, amend and repeal the Bylaws, not inconsistent with these Articles of Incorporation or with the laws of the State of Florida, for the administration and regulation of its affairs and the exercise of its powers.

L. To have and exercise all powers necessary or convenient to effect its purposes.

Article VI
BOARD OF DIRECTORS

A. Powers of the Board. The affairs of the Corporation shall be managed under the direction of, the Board of Directors (also referred to as the "Board" or "Governing Board"). The Board of Directors shall have all the powers necessary or appropriate for the administration of the affairs of the Corporation.

B. Number. The affairs of this Corporation shall be conducted by a Board of Directors, the number of which shall be determined from time to time in accordance with the Bylaws, but shall never be less than three (3) Directors.

C. Election; Removal; Resignation. The manner of election, removal and resignation of Directors shall be regulated by the Bylaws.

D. Names and Addresses of Initial Board of Directors. The initial Directors shall be:

Name	Address	Title
Mark McCabe	1941 Isla Palma Circle, Naples, Florida 34119	President
Fugang (Frank) Zhou	4652 Navassa Lane, Naples, Florida 34119	Vice President
Gwen DaPore	10406 Stonewall Road, Prospect, Kentucky 40059	Secretary

Article VII
INITIAL REGISTERED OFFICE AND AGENT

The name and Florida address of the initial registered agent of the Corporation is The Arnold Law Firm, LLC, 3840 Crown Point Road, Suite B, Jacksonville, Florida 32257.

Article VIII
MEMBERSHIP

The Corporation does not have any members.

Article IX
INCORPORATOR

The name and street address of the incorporator of the Corporation is Mark McCabe, 1941 Isla Palma Circle, Naples, Florida 34119.

Article X
DEDICATION OF ASSETS AND DISSOLUTION

The Corporation's assets are irrevocably dedicated to its public benefit purposes. Upon dissolution of this Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, including disposition of assets pursuant to

any applicable charter contract or law applying to charter schools, shall be distributed to a nonprofit fund, foundation, or corporation that is organized exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively, as said court shall determine, for such purposes or to such organization or organizations which are organized and operated exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code.

Article XI
PROHIBITED ACTIVITIES

No part of the net earnings or distribution of the assets of the Corporation upon its dissolution shall inure to the benefit of, or be distributable to, its officers, members, trustees, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes of the Corporation set forth herein. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article XII
AMENDMENT

These Articles of Incorporation may be amended at any time by a vote of a majority of the directors present at any regular or special meeting provided a quorum is present.

The undersigned Incorporator has executed these Articles of Incorporation on the 4th day of April, 2023.

Mark McCabe
Incorporator/Board Member

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated Corporation, at the place designated in the above Articles of Incorporation of North River Charter Academy, Inc., I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

_____

Braxton A. Padgett, Esq.
The Arnold Law Firm, LLC
Date:_____

ATTACHMENT I

501(c)(3) tax-exempt status determination letter (or copy of the filling form)

ARNOLD LAW FIRM

Shawn A. Arnold, Esq.•∞
Melissa Gross-Arnold, Esq.▪∞
John P. Leombruno, Esq.*
Braxton A. Padgett, Esq.

Serving Clients Throughout Florida

• Licensed in Florida, Georgia & Colorado | ▪ Board Certified City, County & Local Government Law |
∞ Board Certified Education Law | * Florida Supreme Court Certified Family Mediator

July 24, 2023

VIA ATTACHMENT TO CHARTER APPLICATION

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

Re: 501(c)(3) Status

Dear School Board Members:

I am writing on behalf of North River Charter Academy, Inc. ("NRCA") regarding its 501(c)(3) tax-exempt status. NRCA is organized as a nonprofit corporation under the laws of the State of Florida. Once NRCA's charter application is approved and the parties have entered into a charter contract, the school will file for federal tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code as a charter school. NRCA will secure its 501(c)(3) designation prior to operating the charter school.

Sincerely,

Braxton A. Padgett, Esq.
braxton@arnoldlawfirmllc.com

ATTACHMENT J

Governing board by-laws

NORTH RIVER CHARTER ACADEMY

Bylaws
North River Charter Academy, Inc.

Effective Date: April 26, 2023

ARTICLE I. General

Section 1. Name.

The name of the corporation is **North River Charter Academy, Inc.** It is hereinafter referred to as "the Corporation" or "Charter School."

Section 2. Address.

The Corporation's mailing address and principal place of business shall be as set forth in the Articles of Incorporation or as otherwise established by the Board of Directors from time to time.

Section 3. Purposes.

The general purpose of this Corporation shall be to operate exclusively for charitable, educational, scientific, or literary purposes, and in furtherance of such goals is authorized to do any and all activities which it is empowered to do under these Articles provided, however, that nothing herein shall be construed as allowing any activities which would jeopardize the Corporation's tax-exempt status or otherwise be inconsistent with its classification as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "Code") and its regulations as they now exist or may hereafter be amended, or as a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

The specific purpose for which the Corporation is formed is to establish, develop, maintain, improve, manage, and otherwise operate one or more public charter schools.

Section 4. Dedication of Assets and Dissolution.

The Corporation's assets are irrevocably dedicated to its public benefit purposes. Upon dissolution of this Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, including disposition of assets pursuant to any applicable charter contract or law applying to charter schools, shall be distributed to a nonprofit fund, foundation, or corporation that is organized exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively, as said court shall determine, for such purposes or to such organization or organizations which are organized and operated

exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code.

Section 5. Non-discrimination.

The Corporation shall not discriminate on the basis of race, religion, national origin, gender or age in either the hiring or other employment practices of the charter school or in its admission policies for students. The Corporation shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws, as well as in accordance with all other laws and upon the effective date of its first charter contract, regulations applicable to the operation of public charter schools in the State of Florida.

ARTICLE II. Members

The Corporation does not have any members.

ARTICLE III. Board of Directors

Section 1. Powers.

Except as provided in the Articles of Incorporation, and as otherwise provided in these Bylaws, the direction and management of the affairs of the Corporation shall be vested in a Board of Directors.

Section 2. Number.

The Board of Directors shall consist of a minimum of three (3) persons, with a maximum number of five (5) persons.

Section 3. Qualifications.

Any person may serve as a Board member for this corporation who has reached the age of majority of the State of Florida and who has been nominated to be a Board member. Board members do not need to reside in the County in which the Corporation's principal office is located. So long as the Corporation's contract(s) for operation of a public charter school(s) is in effect, all Board members must meet the requirements in said contract, the approved Charter Application(s) and provisions of Florida Statutes and regulations pertaining to governing boards of charter schools.

Section 4. Term.

Board members shall be elected to five (5) year terms. Board member terms are to be staggered so that no more than approximately 1/3 of the Board shall be up for election in any year, unless a vacancy or vacancies need to be filled. For purposes of staggering the terms of Board members, the Board of Directors may adopt a resolution establishing board classes (the "Board Classes Resolution").

Section 5. Election.

The names of the initial Board members are set forth in the Certificate of Incorporation. The positions of any Board members whose terms have expired or if a board member no longer is interested in being on the board, shall be open, nominations made by the Board members, and to be filled by those Board members eligible to vote. In the event of a tie vote for a position, a second ballot will be cast for that position only, with only the tied candidates participating on the ballot. Should a second tie vote occur, a result shall be obtained by flipping a coin with the person whose name is earliest in the alphabet calling a coin side first. Newly elected Board members shall assume office at the first Board of Directors meeting following their election.

Section 6. Resignation and Removal.

Board members shall be elected during the Corporation's Annual Meeting each year when a seat on the Board is up for election. A Board member may resign by submitting his or her resignation in writing to the President of the Board of Directors. A Board member may be removed at a meeting of Board members by an affirmative vote of two-thirds of the full membership of the remaining Board of Directors. Board members being considered for removal shall receive at least two weeks' notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

Section 7. Board Meetings.

Regular meetings of the Board of Directors shall be held at least once a quarter. Timely notice of all such regular meetings shall be provided. So long as the Corporation holds a charter contract, at least two meetings of the Corporation shall be held each year in the county in which the charter school is located, and notices will be posted and provided as set forth in said charter contract and Florida law.

Section 8. Annual Meetings.

An annual meeting of the Board of Directors for the election of Board members and such other business as may come before the meeting shall be held in May of each year or such other month in the year as designated by the Board. Prior written notice shall be given not less than 10 days of the time, place, and purposes of the meeting. The meeting shall be held at the principal location of the Corporation or such other place as shall be specified in the meeting notice.

Section 9. Special Meetings.

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by a petition signed by a majority of the full Board of Directors. Such meetings shall be held upon not less than two business days' notice given personally or by telephone, facsimile, or electronic. Such notice shall specify the time and place of the meeting.

Section 10. Quorum.

A majority of the full number of Board members shall constitute a quorum of the Board for the transaction of business. Quorum may be established by in-person attendance or by communications media technology in accordance with the requirements of Section 1002.33(9), Florida Statutes. When a quorum is present, a majority of the Board members present may take any action on behalf of the Board, except to the extent that a larger number is required by law, by a charter contract, or by these Bylaws. Every act of a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors. Voting by any written consent or proxy is prohibited so long as the Corporation is in a charter contract.

Section 11. Vacancies.

If a vacancy should occur in the Board of Directors, a new member of the Board of Directors shall be elected by a majority of a quorum of the remaining members of the Board of Directors. The new member shall be elected to serve for the remainder of the vacating director's term as set forth in the Board Classes Resolution. The President of the Board may declare a seat vacant due to the excess absenteeism, death, incapacity, or resignation of a Board member. In the case of any vacancy, the President may call a meeting to order and declare a special quorum composed of at least a majority of the remaining Board members, even if this would be insufficient to establish a quorum for other purposes. A meeting called to order based on the existence of a special quorum may only conduct such business necessary to fill a vacancy on the Board and may not transact any other business unless a regular quorum is later established.

Section 12. Compensation.

Board members receive no payment for their services. With Board approval, Board members may be reimbursed for out-of-pocket expenses incurred on approved board business. Board members must

present receipts for all such expenses, which shall be for the Board member only, and shall be itemized and documented. Such expenses must be approved by a motion of the Board prior to reimbursement of any such expenditure. The Board of Directors shall set a schedule of allowable charges for meals, lodging, and mileage expended on Board business. Reimbursements shall not exceed these limitations.

Section 13. Meeting Attendance.

Board members are expected to attend all Board meetings. It shall be the duty of the Secretary of the Board to communicate with any Board member after such Board member's three unexcused, consecutive absences to ascertain the Board member's interest in retaining Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board of Directors.

Section 14. Open Meetings.

So long as the Corporation's charter contract(s) remains in effect, to the extent required by such laws, rules and regulations as govern the operation of such public charter school, all meetings of the Board of Directors will be open and accessible to the public, noticed and conducted in accordance with the Florida Sunshine Act (Section 286.011, Florida Statutes). Meetings of the Board shall not be closed to the public except as specifically permitted by the Florida Sunshine Act and with prior consultation with legal counsel. The Corporation will establish a policy governing public comment and input in accordance with Florida law.

Section 15. Parent Representative and Principal Attendance.

So long as the Corporation's charter contract(s) remains in effect, the Board must appoint a parent representative to facilitate parental involvement and resolve disputes. The parent representative must reside in the county in which the charter school is located and may be a member of the Board, charter school employee or individual contracted to represent the Board. If the Board oversees more than one (1) school in the school district then a separate parent representative must be appointed for each school. After the effective date of the Corporation's charter contract(s), the parent representative and principal, or his or her designee(s), must attend meetings of the Corporation in person.

ARTICLE IV. Committees

Section 1. Establishment; Membership; Terms.

The Board of Directors may establish and appoint members to such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of the Corporation. The permitted activities and scope of each such committee shall be established by the Board at the inception of each such committee and may be amended by the Board from time to time. Committee may be made up of Board members and non-Board members. Committee member terms shall be established upon appointment and shall be one year or less. Committee terms may be renewed. The Board shall appoint a chair for each committee unless otherwise provided in these Bylaws. So long as the Corporation's contract for operation of a public charter school remains in effect, any standing or ad hoc committees subject to the Florida Sunshine Act (Section 286.011, Florida Statutes) will be noticed and conducted in accordance with such Act.

ARTICLE V. Officers

Section 1. Titles.

The Officers of the Corporation are a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may create such other officer positions as necessary. Officers may hold more than one position at the same time.

Section 2. Election.

The Officers shall be elected from among the Board of Directors and shall serve for the remainder of their current term on the Board and until their successors are elected and qualified.

Section 3. Duties.

Officers shall have the duties and responsibilities belonging to their office, including those that follow.

(a) The President shall be the highest ranking officer of the Board, responsible, along with his/her fellow Board members, for the oversight of the Corporation's business and affairs. He/she shall preside at all meetings of the Board. The President shall have full and equal vote as accorded to all Board members. The President may enter into and execute in the name of the Corporation contracts or other instruments that are authorized by the Board of Directors. The President may delegate, as needed, to any other officer any or all of the duties of the office of President. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

(b) The Vice President shall have such duties and responsibilities as may be delegated to him/her by the President. The Vice President shall have full and equal vote as accorded to all Board members. In the absence of the President, the Vice President shall perform all the duties of the President and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the President, including presiding at meetings of the Board of Directors. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

(c) The Secretary shall cause notices of all meetings to be served to all members of the Board of Directors and the Director and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the instant meeting. The Secretary shall keep the Seal of the Corporation. He/she shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

(d) The Treasurer shall oversee the business administration of the Corporation, including, without limitation, its financial records, investments, and other evidences of school properties and assets. The Treasurer shall ensure that regular books of account are kept for the Corporation that set out business transactions of the Corporation and reports and filing made, all in compliance with the applicable Florida law, and that such books to be at all times open to inspection at the Corporation's place of keeping to any Board member or as otherwise required by law or charter contract.

Section 4. Resignation and Removal.

A Board member may resign by submitting his or her resignation in writing to the President of the Board of Directors. Any officer may be removed from office, with cause, by the affirmative vote of two-thirds of the full membership of the Board of Directors at any regular meeting or special meeting called for that purpose. Any officer proposed to be removed for cause shall be entitled to at least five business days' notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

Section 5. Compensation.

Directors who serve as officers shall not receive any compensation for their services.

ARTICLE VI. Fiscal Year and Check Signing

Section 1. Fiscal Year.

The fiscal year of the Corporation shall be July 1st to June 30th.

Section 2. Check Signing.

The President or his/her designee are authorized to sign checks for the Corporation. The Corporation may authorize other persons to sign checks by written resolution adopted by a majority of a quorum of the Board.

ARTICLE VII. Amendments to Bylaws

The Board of Directors shall have the power to make, amend, or repeal the Bylaws of the Corporation, either in whole or in part. The Bylaws may be amended at any regular meeting of the Board of Directors or any special meeting called for that purpose. Written notice stating the time and location of the regular meeting or special meeting must be given to all Board members not less than ten (10) days prior to the meeting at which such change(s) shall be proposed and voted upon. Any change shall require the approval by a two-thirds (2/3rds) vote of the full membership of the board.

ARTICLE VIII. Additional Provisions

Section 1. Indemnification of Officers and Board Members.

The Corporation shall indemnify and advance expenses on behalf of its Directors and Officers to the fullest extent permitted under Section 617.0831, Florida Statutes, as amended, or any successor thereto. Said indemnification shall extend to any and all liabilities of the Directors and Officers arising from their relationships with the Corporation in any and all capabilities. By resolution duly adopted, the Board of Directors may authorize the Corporation to (i) indemnify any or all of its employees and agents who are not Directors to any extent that the Board of Directors may determine, up to and including the fullest extent permitted under Section 617.0831, Florida Statutes, as amended, or any successor thereto, and/or (ii) provide insurance coverage to any or all of its directors, officers, employees and agents against any or all risks or liabilities that such persons may incur by virtue of their relationship with the Corporation. A Board member or officer shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation, its beneficiaries, or its Board of Directors, except that nothing contained herein shall relieve a Board member or officer from liability for breach of a duty based on an act or omission: (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a knowing violation of law; or (c) resulting in receipt of an improper personal benefit.

Section 2. Insurance.

The Board of Directors shall provide for the liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

Section 3. Audit.

At the close of the first fiscal year of charter school operation, the accounts of the Corporation shall be audited by an independent auditor, who meets the requirements set forth in Florida law for auditors of charter schools and who has expertise in accounting of tax-exempt organizations generally. The auditor shall be selected in accordance with the procedures required by law. The audit shall be done in compliance with Florida Statutes governing charter schools and with all applicable state and federal laws controlling non-profit tax-exempt corporations. Copies of the audit shall be provided to agencies in accordance with legal requirements.

CERTIFICATION

These Bylaws were adopted by at least a two-thirds (2/3) vote of the Board of Directors at its meeting held on April 26, 2023.

Mark McCabe, President
North River Charter Academy, Inc.

4. 26. 23
Date

ATTACHMENT K

Governing board code of ethics and conflict of interest policy

NORTH RIVER CHARTER ACADEMY

CONFLICT OF INTEREST, ANTI-NEPOTISM, AND ETHICS POLICY

Adopted and Effective: _____

Article 1
Purpose

The following Conflict of Interest, Anti-Nepotism, and Ethics Policy of North River Charter Academy, Inc. (the "School") is intended to supersede and replace all prior conflict of interest policies of the School. The purpose of this Policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Governing Board member of the School or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit organizations and charter schools. It is also intended to serve as a guide for the School's Governing Board with respect to conflicts of interest and voting pursuant to Florida laws pertaining to charter school governing boards.

Article 2
Definitions

2.1 **Interested Person.** An "Interested Person" is any person serving as a member of the Governing Board of this School who, as of the date of discussion or action by the Board, either: (i) has a direct or indirect Financial Interest, as defined in Section 2.2 below; (ii) intends, or understands it to be more probable than not, that he or she will acquire such a direct or indirect Financial Interest at any time during the pendency of the proposed transaction or arrangement; (iii) has an Other Interest that qualifies as a Conflict of Interest, as defined in Section 2.6 below.

2.2 **Financial Interest.** A "Financial Interest" is an interest, whether through business, investment, or Relative, which can be described as one or more of the following:

2.2.1 An ownership or investment interest in any entity with which the School has a transaction or arrangement; or

2.2.2 A Compensation Arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or

2.2.3 A potential ownership or investment interest in, or Compensation Arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

A Financial Interest need not be held as of the date of discussion or action by the Board; rather, it is sufficient, for purposes of this Policy, if, as of the date of discussion or action by the Board, the Interested Person intends, or understands it to be more probable than not, that he or she will acquire a Financial Interest at any time during the pendency of the proposed transaction or arrangement that is the subject of discussion or action by the Board.

2.3 **Other Interest.** An "Other Interest," for purposes of this Policy, is any circumstance in which an Interested Person may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the School as a whole and the achievement of its tax-exempt purposes. An example of such an "Other Interest" would include, without limitation of the foregoing, if an Interested Person is a parent or grandparent of a student impacted by a decision by the Board, and the Interested Person does not believe that he/she could vote or participate in a discussion by the Board giving precedence of the well-being of the School as a whole over his/her personal interests or the interests of his/her child or grandchild. An "Other Interest" may also be an interest set forth in Article 6, below, that does not otherwise constitute a Financial Interest.

2.4 **Relative.** For purposes of this Policy (except for Article 7, which includes a separate definition), unless otherwise provided herein, and pursuant to Section 112.3143, Florida Statutes, "Relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

2.5 **Compensation Arrangement.** A "Compensation Arrangement" is any agreement or understanding pursuant to which a person may or shall receive either directly or indirectly, money or property from another person or organization, irrespective of whether such money or property is paid in consideration for the performance of services or the provision of other value.

2.6 **Conflict of Interest.** With respect to a matter for discussion or action by the Board, any circumstance under which an Interested Person, by virtue of a Financial Interest or Other Interest, may be influenced, or may appear to be influenced, either in whole or in part by any purpose or motive other than the success and well-being of the School and the achievement of its tax-exempt purposes. This shall include any conflict of interest identified under Sections 112.313(2), (3), (7), and (12) and Section 112.3143, Florida Statutes, and any other relevant conflict of interest laws pertaining to charter school governing board members.

Article 3
Disclosure of Financial or Other Interest and Determination of Conflict

3.1 **Disclosure of Financial or Other Interest.** If, at any time, an Interested Person becomes aware that the Board may or shall discuss or act upon any transaction or arrangement which may have any bearing of any kind upon, or may relate in any manner to, a Financial or Other Interest of the Interested Person, such Interested Person shall disclose such Financial or Other Interest to the Board and the Board's legal counsel as follows:

3.1.1 The Interested Person shall provide to the Board and the Board's legal counsel, in advance of such discussion or action by the Board, written (electronic or hard copy) disclosure of the existence, nature and extent of the Interested Person's Financial or Other Interest, and

3.1.2 The Interested Person shall verbally inform the Board and the Board's legal counsel (if legal counsel is present) of the existence, nature and extent of the Interested Person's Financial or Other Interest during the Board meeting in advance of such discussion or action by the Board.

Any and all written or verbal disclosures of Financial or Other Interests shall be made a formal part of the minutes of the Board. In the event that an Interested Person provides written disclosure of such Interested Person's Financial or Other Interest, no member of the Board may respond to such disclosure, either in writing or orally, except in a meeting that meets the requirements of Florida's Sunshine Law.

3.2 **Recusal by Interested Person, if Legally Permissible.** In connection with an Interested Person's disclosure of a Financial or Other Interest pursuant to Section 3.1, the Interested Person may voluntarily recuse himself or herself from discussion and action by the Board, at such time and in such form as is used by the Interested Person to disclose such Financial or Other Interest pursuant to Section 3.1, above. Such recusal would only be permissible if recusal is a permissible action pursuant to Florida law with respect to the particular Financial or Other Interest of the Interested Person.

3.3 **Determination of Conflict of Interest.** Where an Interested Person has provided advance written disclosure of a Financial or Other Interest but has not voluntarily recused himself or herself from discussion of or action upon the proposed transaction or arrangement, the Board shall, prior to commencing its discussion or taking action, determine whether the Financial or Other Interest creates a Conflict of Interest, as defined above and as prohibited by law. The Interested Person shall not participate in any discussions or vote related to this determination except to the extent necessary to fully explain the Financial or Other Interest and the manner in which the proposed transaction or arrangement to be discussed or acted upon by the Board may or will bear upon or relate to the Financial or Other Interest.

3.4 **Exceptions.** Pursuant to Section 112.313(12), Florida Statutes, the Board may consider the following exceptions as constituting a *de minimus* conflict of interest. A *de minimus* conflict of interest may be waived by a vote of the Governing Board, if one or more of the criteria below is met.

3.4.1 The transaction or arrangement is awarded under a system of sealed, competitive bidding to the lowest or best bidder and: (a) The Board member or the Board

member's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder; (b) The Board member or the Board member's spouse or child has in no way used or attempted to use the Board member's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and (c) The Board member, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, disclosing the Board member's interest, or the interest of the Board member's spouse or child, and the nature of the intended transaction or arrangement.

3.4.2 The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

3.4.3 An emergency purchase or contract must be made in order to protect the health, safety, or welfare of the school community and other sources for the purchase or contract are not readily available.

3.4.4 The business entity involved is the only source of supply and there is full disclosure by the Board member of his or her interest in the business entity to the Governing Board prior to the purchase, rental, sale, leasing, or other business being transacted.

3.4.5 The total amount of the transactions in the aggregate between the business entity and the School does not exceed $500 per calendar year.

3.4.6 The fact that a Board member is a stockholder, officer, or director of a bank will not bar a bank from qualifying as a depository of funds, provided it appears in the records of the School that the Governing Board has determined that such Board member has not favored such bank over other qualified banks.

3.4.7 The Board member purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with the School.

Article 4
Procedures Upon Determination of Conflict of Interest

4.1 **Exclusion from Discussion and Vote.** In circumstances where the Board has determined that a Conflict of Interest exists, the Interested Person shall not participate in any discussion or vote regarding the transaction or arrangement at issue. While all meetings of the Board are open public meetings, the Interested person may choose not to be present in the meeting room for the discussion or vote relating to the transaction or arrangement.

4.2 **Removal from Board.** Under some circumstances, Florida law does not allow a governing board member to be excluded from a vote in order to cure a Conflict of Interest. In such a Conflict of Interest exists, the Interested Person will be required to resign or will be removed from the Board.

4.3 **Action by Board.** With respect to any transaction or arrangement with regard to which the Board has determined that a Conflict of Interest exists, the Board shall discuss such transaction or arrangement as appropriate, but shall not formally approve such transaction or arrangement unless and until the non-interested members of the Board have decided, by majority vote, that the transaction or arrangement is in the best interests of, and for the

benefit of, the School, and is fair and reasonable thereto in all respects. In complying with this Section 4.3, the Board shall recognize that, under certain circumstances, a decision made pursuant to this Section may necessitate an investigation of alternatives to the proposed transaction or arrangement, and/or a determination as to whether a more advantageous transaction or arrangement might be obtained with reasonable efforts under the circumstances.

Article 5
Documentation of Disclosure and Procedures

Minutes of meetings of the Board shall include copies of all written disclosures of Financial and Other Interests and shall describe all verbal disclosures thereof. Such minutes shall further reflect the determination of the Board as to whether a Conflict of Interest exists, and the objection of the Interested Person, if any, to such determination. Where a Conflict of Interest has been determined to exist, the minutes should reflect the Board's compliance with the procedures described in Sections 4.1 and 4.2, above. With respect to any transaction or arrangement with regard to which a Conflict of Interest has been determined to exist, meeting minutes shall describe the substance of the discussions relating to the transaction or arrangement, and who was present for such discussions. In addition, minutes should identify the members who were present for any and all votes upon such transaction or arrangement, along with a record of the final vote.

Article 6
Persons Who May Not Serve on the Governing Board

Pursuant to Section 1002.33(26)(c), Florida Statutes, an employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, shall not be a member of the Governing Board.

Article 7
Restriction on Employment of Relatives

7.1 For purposes of this Article 7, "Charter school personnel" means a charter school owner, president, Board officer, Board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

7.2 For purposes of this Article 7, "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

7.3 Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

7.4 The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

7.5 In the event that relatives are employed by or assigned to work at the School, documentation shall be maintained in each employees' files to verify that no relative advocated for the employment or advancement of such employee. In addition, such documentation shall include the non-related individual(s) responsible for direct supervision, evaluation and other employment decisions regarding the employees.

Article 8
Initial and Annual Written Assent

Each member of the Board shall, upon initial appointment and annually thereafter, sign a statement, in substantially the same form as attached as Exhibit A to this Policy.

Board Secretary Certificate

I hereby certify that the foregoing Conflict of Interest, Anti-Nepotism, and Ethics Policy for North River Charter Academy, Inc., was adopted by a majority vote of a quorum of the Governing Board at a duly noticed meeting.

Board Secretary

MARK McCABE
Printed Name

EXHIBIT A

ANNUAL AFFIRMATION BY GOVERNING BOARD MEMBERS

This written affirmation is provided in accordance with the Conflict of Interest, Anti-Nepotism, and Ethics Policy ("Policy") of North River Charter Academy, Inc, (the "School"). Each member of the Governing Board must complete this affirmation upon appointment to the Governing Board and at least annually thereafter.

In accordance with the Policy, by my signature below, I hereby affirm the following:

1. I have received a copy of the Policy.

2. I have read and understand the Policy.

3. I agree to comply with the Policy, and I am currently in compliance.

4. I understand the School is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

5. I am not aware of any actual or potential conflict of interest involving myself, except as follows (explain below or write "Not Applicable"):

_____
_____
_____
_____
_____

6. No relative of mine is employed at the School, except for the person(s) identified below (explain below or write "Not Applicable")

_____
_____
_____
_____
_____

Mark McCabe
Signature

Printed Name: MARK MCCABE
Title: PRESIDENT
Date: 4.26.23

ATTACHMENT L

Board Member Information Sheet, Resume and Statement of Assurances

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for North River Charter Academy is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Merle McCabe (name), Board Chair (title) to sign as the legal correspondent for the school.

Signature _____ Date 4/18/23

Printed Name Fugang Zhou

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve North River Charter Academy

2. Full name Fugang (Frank) Zhou

   Home Address 1200 Goodlette Rd. North, #8266, Naples, FL. 34101

   Business Name and Address N/A

   Phone Number 239-784-2589

   E-mail address alem3122@yahoo.com

☒ Resume and professional bio are attached here.
☐ Resume and professional bio are attached elsewhere in the application (specify).

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
   ☐ Yes ☒ No

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
   ☐ Yes ☒ No

5. Why do you wish to serve on the board of the proposed charter school?
As a member of the financial and business community, I believe I can assist the school and its Board in ensuring financial stability, proper oversight on any business connections or contracts, and working to ensure that a future bond deal or land acquisition is done responsibly for the school.

6. What is your understanding of the appropriate role of a public charter school board member?
To establish policies and procedures and to oversee every aspect of the school to ensure it operates efficiently and effectively.

Generally, Board members provide oversight to the school and ensure that all business dealings, school choices, and contracts are reviewed appropriately. Additionally, we are responsible for reviewing the data and working to improve the schools standing in the community.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
While I have not been on the Board of a charter school, I have, and do, own several businesses and work with many groups of stakeholders and investors who must have oversight on the success of the business. I believe this makes me qualified to manage a team of Board members and to provide needed oversight to the schools success and financials.

Describe the specific knowledge and experience that you would bring to the board.

1. What is your understanding of the school's mission and guiding beliefs?
   The school will be providing a curriculum that is STEAM focused and works to develop the whole child. They will focus on ensuring all children come to learn in a student focused classroom with a curriculum that allows them to engage with their learning and to identify career paths suitable for their STEAM focus.

2. What is your understanding of the school's proposed educational program?
   While the specific curriculum will have to be decided closer to the time, given state adoption results, the school, and the Board, remain committed to providing rigorous materials that are aligned to the schools mission.

3. What do you believe to be the characteristics of a successful school?
   A successful charter school is student centered and has high academic and behavior standards. Ensuring the school is finically sound, compliant to all state regulations, and continues to innovate with its methods is essential to its

success.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

Holding frequent Board meetings, talking with stakeholders, working with the ESP, and working with the schools leadership team are markers for monitoring and evaluating their effectiveness.

5. What do you see as your role regarding the school leaders?

I see myself as one to review any business or land contracts as well as assisting with a bond purchase down the road and any expansion needs. As a business owner, I am aware of current market trends and will work to ensure the school does so in a financially smart manner.

School Mission and Program

Governance

1. Describe the role that the board will play in the school's operation.

The board provide oversight. It is there to be a check and balance for the success and future of the school.

2. How will you know if the school is successful at the end of the first year of operation?

Data and parent satisfaction are key. Finances are also important to ensure the school holds a proper fund balance and complies with all regulations set forth in the contract.

3. How will you know at the end of four years of the school is successful?

The school will have reached its enrollment targets, improved or maintained a passing state grade, and has clean finance sheets and audits. Students and staff must also be happy and enjoy coming to school.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

As in answer 1 and 4 above, board meetings, review of reports, visiting the school, and chatting with parents will be essential to ensuring the success. Adjusting goals as needed will also be important.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

As a Board member, being ethical is essential. We will vet any new Board members and ensure they do not have conflicts. Should one arise, there is a process in place to investigate and remove a member if needed, by vote. Legal counsel may also be needed.

6. If your school intends to contract with a third-party ESP:
   a. Summarize your involvement in the selection process;
   b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and
   c. Indicate whether you have been involved in the review/negotiation of the management agreement.

   I do not have formal ESP contact review exp., however, we will vet an ESP based on their capacity to assist the school based on previous work or current schools. We will review the contract to ensure the Board remains in control and that they are working to improve the school and its finances, not hurt them.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.
   ☐ Yes ☒ No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Fugang Zhou

Signature: Zhou

Date: 4/18/23

Frank Zhou

1200 Goodlette Road North, #8266, Naples, FL 34101
239-784-2589
alem3122@yahoo.com

Utilize my experience, knowledge and resources in assisting and helping the education and growth of the future generations.

Work Experience

Business Owner November 2000 to Present

IT Manager August 1999 to August 2008

Network Administrator May 1995 to August 1999t

Computer Programmer May 1991 to May 1995

Education

Master in Business Administration Regis University

Computer Science Engineering University of Florida

Skills

- Management
- Microsoft Suites
- Signage
- Air Conditioning
- Real Estate
- Operations
- Adobe Illustrator
- Plastic
- Traveling
- Web Design
- Marketing
-Teaching
- Roofing
- Investment

Volunteer Works

- Program Lead for FORCE (Friends of Rural China Education)
- Presidential Committee for Chinese Friendship Association
- President of Naples Asian Professional Association
- Member of United Chinese Association
- Board of Southwest Florida Chinese Association
- President of Asian Professional Association

Languages

- English
- Chinese

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for North River Charter Academy is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Mark McCabe (name), President (title) to sign as the legal correspondent for the school.

L. Gwendolyn DaPore
Signature

4-12-23
Date

L. Gwendolyn DaPore
Printed Name

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve North River Charter Academy

2. Full name Gwen DaPore

   Home Address 10406 Stone School Road, Prospect, Ky. 40059

   Business Name and Address Retired Educator

   Phone Number 937-684-6430

   E-mail address gdapore@sbcglobal.net

☒ Resume and professional bio are attached here.

☐ Resume and professional bio are attached elsewhere in the application (specify).

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.

   ☒ Yes ☐ No

   Parrish Charter Academy, Oak Creek Charter School of Bonita Springs, & Gulf Coast Charter Academy.

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).

   ☒ Yes ☐ No

   Please see resume

5. Why do you wish to serve on the board of the proposed charter school?

I have previously served as a Board member with schools managed by FORZA Education Management and hope to contribute to the Boards perspectives as a past educator and to provide guidance to school leaders.

6. What is your understanding of the appropriate role of a public charter school board member?

To establish policies and procedures and to oversee every aspect of the school to ensure it operates efficiently and effectively.

Board members should monitor the educational programs, financial success, and overall functions of the school.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

I have worked for and with charter schools for over 20 years and have participated in many interviews, Board meetings, and other aspects needed to monitor their success.

Describe the specific knowledge and experience that you would bring to the board.

1. What is your understanding of the school's mission and guiding beliefs?

   The school will operate as a STEAM school in Manatee County and will provide a rigorous educational program while also fostering the student's individual development and family engagement.

2. What is your understanding of the school's proposed educational program?

   AT this stage in its development, the school is selecting from state adopted curriculum and will continue to monitor changes to the state statutes to select the most engaging and STEAM focused curriculum available. It will ensure students are working on their foundational reading skills and developing their math literacy.

3. What do you believe to be the characteristics of a successful school?

   The first thing must be to promote the school, build up student enrollment, inform parents of academic programs and success, develop good relationships with the community, secure excellent teachers, and to ensure the school leader is supported and mentored.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

As a Board member, I will look at the different reports presented at each meeting, make sure the school is in good financial order, and that the testing data supports good teaching and excellent leadership.

5. What do you see as your role regarding the school leaders?

As a member of schools and Boards, I hope to be able to assist the schools with their evaluations, curriculum reviews, and in advising the schools leadership team.

School Mission and Program

Governance

1. Describe the role that the board will play in the school's operation.

The Board has a duty to ensure everything is done correctly, to monitor what is being done, and to make sure the school is operating smoothly.

2. How will you know if the school is successful at the end of the first year of operation?

Typically, surveys as done by parents and stakeholders within the school. The results will give information of how they feel about the year ended. Also, testing data will determine the need to evaluate teachers, curriculum, and best practices for educating students.

3. How will you know at the end of four years of the school is successful?

If the school's population continues grow and the community supports the school, it will be successful. Parents will not likely keep their students at a school where it is not positive or failing.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

As Board members, we need to be kept abreast of all the steps being taken at the school. It will be important to make sure things are done in a timely manner, efforts made to build student enrollment, and retention of teachers. It is important to monitor what is happening at all levels of the school.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

I would go to the Board president or the Board attorney to allow for a proper investigation and grievance process to occur. If needed, the Board can act to terminate their membership on the Board.

6. If your school intends to contract with a third-party ESP:

   a. Summarize your involvement in the selection process;

As a Board member, I will review the previous exp. Of the ESP, ask questions on their plan and process, and continue to monitor this action.

   b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and

   c. Indicate whether you have been involved in the review/negotiation of the management agreement.

While I have not evaluated an ESP contract, I have reviewed contracts before and would work with the other Board members to ask all relevant questions. As far as the legal relationship, my understanding is that the Board hires the ESP to assist and support, but the Board retains final authority over the school.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

☐ Yes ☒ No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: L. Gwendolyn DaPore

L. Gwendolyn DaPore — *Signature*

4-12-23 — *Date*

L. Gwendolyn DaPore

26356 Stonewall Lane
Bonita Springs, FL 34135
937-684-6430

EDUCATION

Fresno Pacific State College – AIMS Leadership Training
Fresno, CA – Summers, 1997 – 1999
Wright State University, Dayton, Ohio 1982-84
M.Ed. in Education Leadership (Principal, Curriculum and Instruction, Supervision)
Ohio State University, Columbus, Ohio – 1964 – 1968
B. S. in Elementary Education

CERTIFICATION

Ohio Elementary (1-8) Permanent
Ohio Administrative: Principal, Supervisor, Educational Specialist in Curriculum and Instruction – 2010-15
National Board Certification – Early Adolescence Science November, 2001 – 2011
AIMS Instructional Trainer – 1997 – 2002
Florida Certification 2020-25
Educational Leadership – All levels
Elementary Education – Grades K-6

EDUCATION WORK EXPERIENCE

FORZA Management Executive Director 2015-22
Edvantages Prep and Fitness Schools – 2002 – 2013
Teacher/Principal/Curriculum Director
Principal of Middletown Prep and Fitness
Principal of Bonita Springs Prep and Fitness
Regional Assistant Superintendent for Prep and Fitness Schools
Coordinated and ran the new teacher Praxis III Program For Prep and Fitness Schools
Praxis III Assessor for state of Ohio - 2001 - 2009
West Carrollton City Schools – 1973 – 2002 Teacher of

Various grade levels (2-6)
Grade Level Coordinator
Served on various science, reading, and math curriculum committees
Taught AIMS workshops to teachers in the district
Taught AIMS workshops for math and science through-out the state of Ohio
Piqua City Schools, Piqua, Ohio, 1969 – 1971 – 5th grade

OTHER WORK EXPERIENCE

Emeralds Hair Salon – Owner 1989 – 1997
National AIMS Trainer – Fresno, CA 1997 – 2002
OSU School of Optometry – Secretary and Research Assistant 1964 - 1968
Hartzell Industries, Piqua, OH – worked summers as Secretary 1965 - 1968

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for North River Charter Academy is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Mark McCabe, Board Chair to sign as the legal correspondent for the school.

Mark McCabe

Signature

4-18-23

Date

MARK MCCABE

Printed Name

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve- North River Charter Academy

2. Full name — Mark McCabe
   Home Address — 1941 Isla De Palma Circle, Naples, FL 34119
   Business Name and Address — Summit Mortgage-1415 Panther Lane, Naples, FL 34109
   Phone Number — 239-248-0840
   E-mail address — Mmccabe@summitmortgage.com

☒ Resume and professional bio are attached here.
☐ Resume and professional bio are attached elsewhere in the application (specify)

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
   ☒ Yes ☐ No
   Parrish Charter Academy, Oak Creek Charter School of Bonita Springs, & Gulf Coast Charter Academy South

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
   ☐ Yes ☒ No

5. Why do you wish to serve on the board of the proposed charter school?
   I strongly believe in the charter school system as a method of providing parents with a choice in their students educational journey.

6. What is your understanding of the appropriate role of a public charter school board member?

   To establish policies and procedures and to oversee every aspect of the school to ensure it operates efficiently and effectively.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
   As Board Chair for three charter schools, I have extensive experience with reviewing financials, evaluating leadership and an ESP, reviewing curriculum and state data, and developing goals with the schools' leadership team.

Describe the specific knowledge and experience that you would bring to the board.

1. What is your understanding of the school's mission and guiding beliefs?
   The school will be established as a STEAM charter school with a focus on hands-on learning and character development through the Leader in Me program. It is guided by providing a student-centered and innovative learning environment and empowering students and families to get the most out of their education.

2. What is your understanding of the school's proposed educational program?
   The school will be selecting state approved curriculum in each of the core subject areas while providing an enhanced STEM curriculum through the KnowAtom program which provides students with rigorous discussions and hands-on activities.

3. What do you believe to be the characteristics of a successful school?
   A successful school is both academically and financially stable, students and families are happy to go to the school, and the enrollment remains strong over the course of each contract period. Working closely with the school district is important as our students will eventually transition to the local high school to complete their education.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

Board meetings provide us with a check on the progress of the school, the data, and the financials. Visits to the school provide us with a chance to see the staff in action and to review the physical campus and facility.

5. What do you see as your role regarding the school leaders?

The school leaders are the face of the school and as such should provide the Board with adequate information to determine the success of the building. Evaluating the school leader is an essential and annual part of being a Board member. Providing guidance and a check on their work is essential.

School Mission and Program

Governance

1. Describe the role that the board will play in the school's operation.

As a Board member, it is my job to oversee the operation and financials of the school. Providing a connection between the community and the school as well as ensuring the ESP is working in agreement of the Board and improving the school in a responsible manner.

2. How will you know if the school is successful at the end of the first year of operation?

Student progression data will be reviewed, parent surveys will be provided, and we will work with the ESP to meet with all staff members for their feedback. If the students are learning, parents are happy, and the staff are committed, it will be a success.

3. How will you know at the end of four years of the school is successful?

School grade will be an essential success marker, as well as the financial strength, staff retention, student enrollment growth, and the overall feeling of success within the community.

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

Oversight. This is the key method of success and ensuring the school remains successful. The review of all information will provide us with a method of evaluating and improving the school.

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

There should be an open dialogue within the Board and if needed, legal would become involved in order to settle a dispute or to work on the removal of a Board member.

6. If your school intends to contract with a third-party ESP:

a. Summarize your involvement in the selection process;

The Board will be working with an ESP that Board members have worked with in the past. This was evaluated based on their success and involvement with other successful schools.

b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and

c. Indicate whether you have been involved in the review/negotiation of the management agreement.

The Board was presented with an ESP contract at its initial Board meeting, it was reviewed and discussed, and the Board agreed to retain their services. This is evaluated annually, and an extension is granted based on performance and feedback. Overall, the Board is the final decision center and refers tasks to the ESP on behalf of the Board.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.

☐ Yes ☐ No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

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1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision making authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: MARK MCCABE

Mark McCabe — 4-18-23

Signature *Date*

Mark M. McCabe

mmccabe@summitmortgage.com
(239) 248-0840

Highly motivated, successful, and experienced local banker and mortgage lender with strong credit underwriting skills. Team player, energetic, highly personal. Consistent performer delivering a high level of professionalism and focused customer service.

Summit Mortgage Corp, Senior Loan Officer
December 2011 to present
Actively cultivating new client base of premier realtors through targeted calling plan. Proficient in all aspects of conventional and wholesale mortgage lending.

Shamrock Bank of Florida, Vice President
May 2007 to November 2011
Actively involved in the formation of a de novo community bank. Responsible for establishing core commercial and professional relationships including loans and depository services. Highly involved in the management process including personnel supervision. Originated the majority of the Bank's new loan business and a substantial portion of the commercial deposit business.

Bank of Naples, Senior Vice President
March 2005 to May 2007
Responsible for growing commercial customer relationships to include commercial real estate and small business loans and deposits. Bank assets grew from $80 million to over $120 million during my tenure.

First Florida Bank, Vice President
September 2000 to March 2005
Responsible for commercial and commercial real estate lending for newly established community bank. Consistently exceeded annual production goals. Bank grew to $300 million in assets and three branches during my 5 years

Gulf Coast National Bank, Vice President
October 1995 to August 2000
Responsible for commercial banking relationship development for new community bank. Opened bank's first branch office in an industrial area and successfully grew loans and deposits significantly in excess of stated production goals.

AmSouth Bank, Vice President
May 1994 to November 1995
Responsible for implementing new Regional Bank policies and procedures into newly acquired community bank. Successfully managed and grew commercial portfolio for bank that had new management and lending personnel.

Bank of America, Assistant Vice President
May 1988 to April 1994
Spent eighteen months in Management Training program for C&S Bank, including formal credit training in Atlanta for four months. Two years on the internal credit exam team for C&S Bank which mirrored the procedures of the federal bank examiners. Lending Officer in the Naples market implementing the extensive credit training.

Education
Lely High School
May 1984

Florida Atlantic University
Bachelor of Arts in Finance
May 1988

Louisiana State University
The Graduate School of Banking
Advanced Banking Degree
June 2004

Community Involvement

Gulf Coast Charter Academy South
Board President
September 2013 to present

Oak Creek Charter School of Bonita Springs
Board President
August 2010 to present

Parrish Charter Academy
Board President
2019 to present

Naples Area Board of Realtors (NABOR)
Active member including 2011 to present

School Advisory Council (SAC)
Vineyards Elementary, Naples, FL
September 2007 to 2013

The District School Board of Collier County
Sub-Committee on Operations
Two-year term beginning September 2010

Cape Coral Preparatory & Fitness Academy
Board Member
August 2010 to 2018

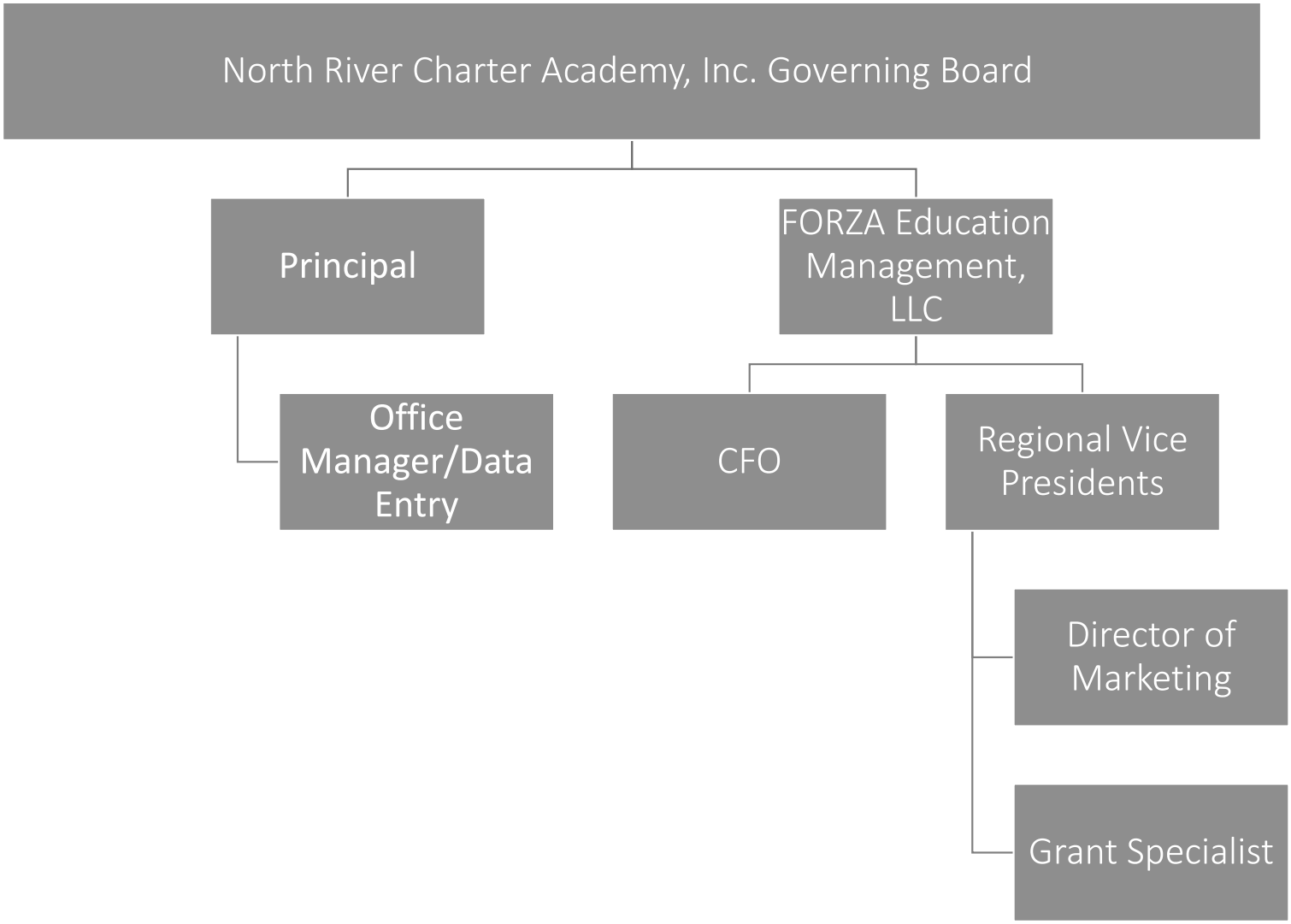
Active member of Naples Area Chamber of Commerce
CBIA member
Junior Achievement classroom instructor
Kiwanis Club East Naples
Country Club of Naples Board Member

Personal
Married, wife Gina since 1998, three children
Successful competitive amateur golfer
Naples resident since January 1982

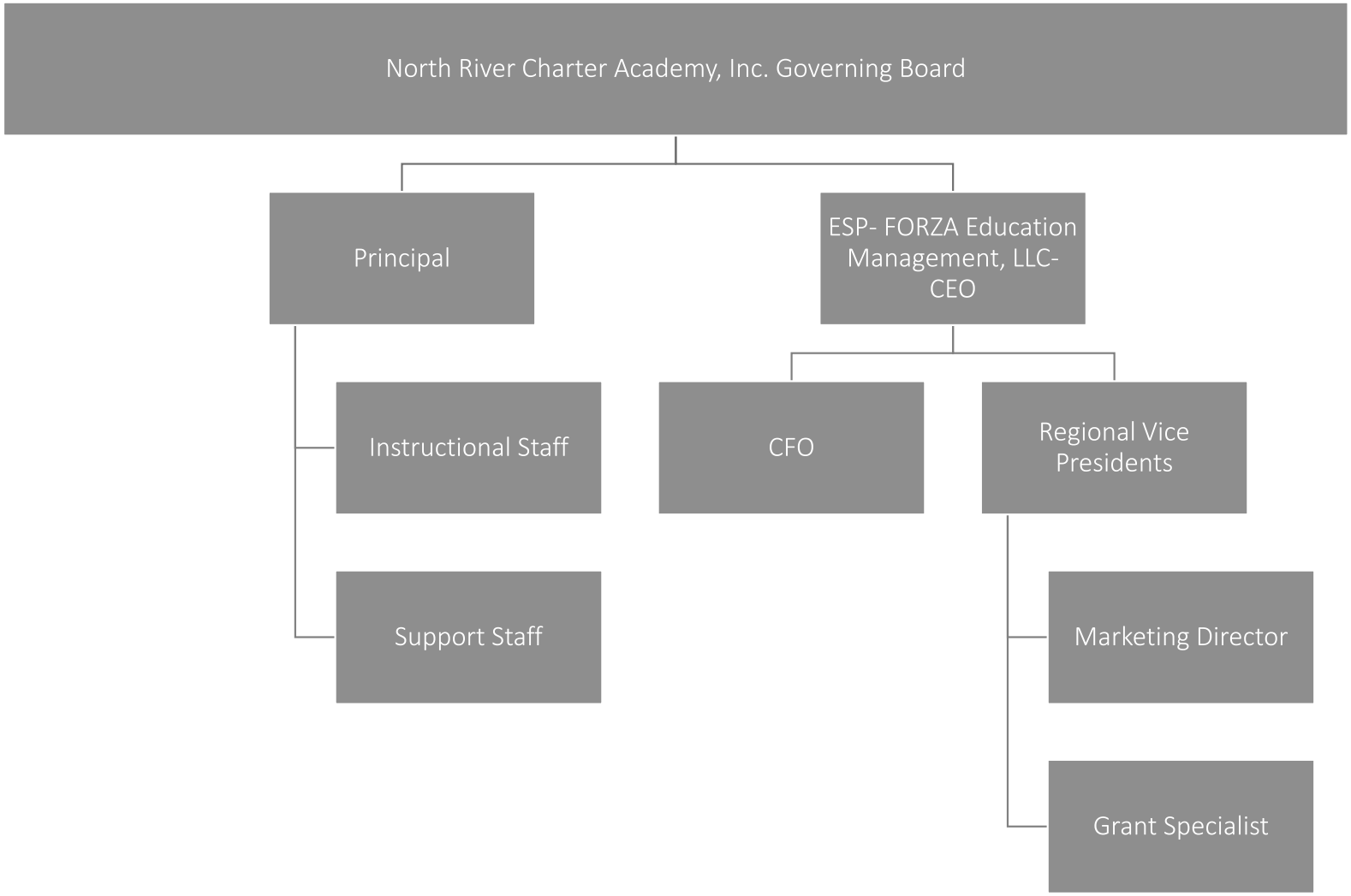
ATTACHMENT M

Organization charts that show the school governance, management, and staffing structure in 1) the pre-operational year; 2) the first year of operation; 3) at the end of the charter term; and 4) when the school reaches full capacity

Organizational Chart-Pre-Operational Year

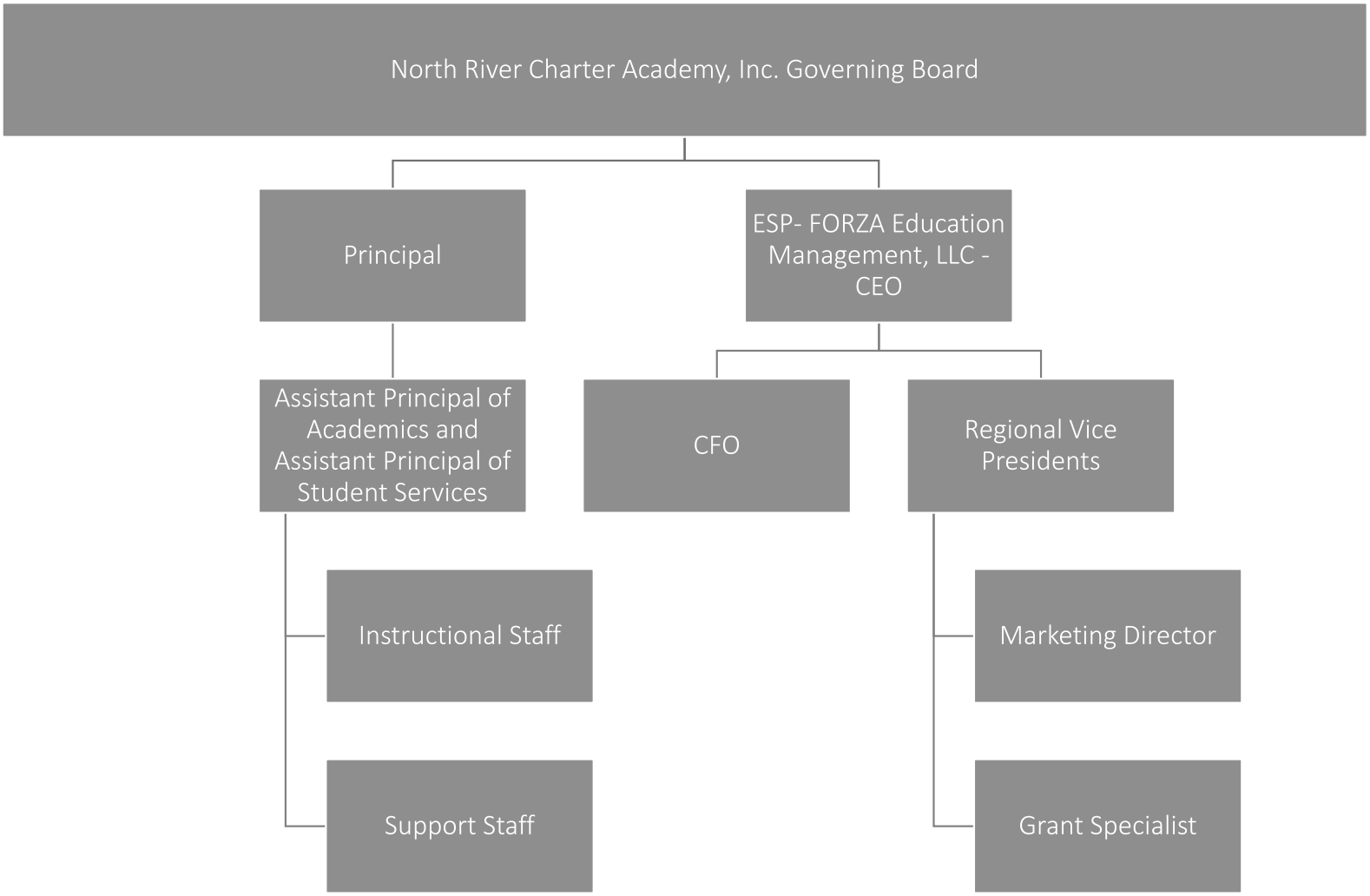


Organizational Chart- Year 1



1640

Organizational Chart- Year 5



ATTACHMENT N

Job description for the school leader and, if this person is already identified, his or her resume

NORTH RIVER CHARTER ACADEMY

ATTACHMENT N
JOB DESCRIPTION
PRINCIPAL

Position	Reports To	Position Type
Principal	Board of Directors	Salary / Exempt
Work Schedule	**Salary Schedule**	**Last Updated**
12-Month Position	Set Annually Performance Based Schedule	March 23, 2023

MAJOR FUNCTION:

The Principal performs responsible administrative and supervisory work in the area of instruction, personnel, curriculum, and all the daily operations of the school. Works to maintain the integrity of the school as a place for high achieving students that incorporates multiple intelligences and creative education.

DUTIES AND RESPONSIBILITIES:

- Implementing, evaluating, and reporting to the Board of Directors the school's goals and objectives reflecting organizational and state goals.
- Maintaining a positive school/community climate and a safe and healthy environment
- Planning, implementing, and evaluating the school instructional program based on student needs and within state guidelines.
- Reviewing teacher lesson plans and instruction to ensure they match with the Sunshine State Standards.
- Planning, implementing, supervising, and evaluating all other programs, i.e. Athletics, Extra-Curricular, and Co-Curricular.
- Determining staffing needs including selection, supervision, staff development, and evaluation of all school personnel.
- Recommending to the School Board the appointment or dismissal of all employees of the school.
- Ensuring the school is operating within the set budget.
- Overseeing the proper record-keeping processes, and inventory control of all school resources.
- Maintaining records such as, but not limited to, student test scores, attendance records, overseeing IEPs, and all other reports as needed for efficient operation of the school and compliance with federal, state, and local requirements.
- Recruiting students and faculty for the school as needed.
- Ensuring that all academic components of the school's charter are being met.

- Enforcing the Policies and Procedures of the organization as set by the Board of Directors.
- Developing and implementing school rules and regulations in keeping with the Policies and Procedures.
- Attending and participating in meetings of the Board and its committees as requested.
- Ensuring that the board of directors is informed of the operations of the school and any issues or challenges which arise.
- Being familiar with Charter School Laws and Florida Statutes and attending other duties as assigned.
- Directing all school administrative operations.
- Overseeing the instructional leadership for faculty, staff, and all school programs.
- Gathering information in order to ensure Data-Driven instruction is occurring in each classroom and that Date meetings are begin held.
- Developing and maintaining professional relationships with staff, parents, and the Board of Directors.
- Providing all documents and overseeing the processing and submission of required reports to the District in a timely manner.
- Maintaining fair, reasonable, and consistent discipline within the school.
- Providing a healthy and safe learning environment for students and staff (fire drills, disaster plans, etc.).
- Supervising the building of the Master Schedule and related staff assignments.
- Organizing and overseeing staff development opportunities for all employees of the school.
- Overseeing the school accreditation process.
- Maintaining inventory of supplies, equipment, and furniture within the school.
- Recruiting and overseeing the interviewing of prospective staff members.
- Participating in workshops, conferences, parent-teacher meetings, and extracurricular activities.
- Monitoring substitute teachers and the class coverage process.
- Coordinating and overseeing the supervision of the testing and assessment program.
- Supervising school activities and special events and initiating fundraising activities.
- Establishing business partnerships and positive relationships with community leaders.
- Enforcing the discipline plan and assisting teachers with all concerns and issues related to student behavior.
- Maintaining adequate records for the school, including financial accounts; business and property records; and personnel, school population, and scholastic records.
- Providing suitable instructions and regulations to govern the safety and transportation of students.
- Assuming responsibility for the buildings, grounds, equipment, and supplies of the school and supervising the work of the custodians and maintenance staff, reporting to the governing board of the conditions and needs of the school.
- Ensuring that all employees are evaluated in accordance with the schedule established by the Board of Directors.
- Overseeing the compilation and preparation of all student achievement outcomes.
- Overseeing the after-school tutoring program.
- Attending all PTO meetings.
- Communicating effectively with parents, teachers, and students.
- Perform other tasks, duties, and responsibilities as assigned.

QUALIFICATIONS:

- Florida Certification in School Principal or Educational Leadership is preferred.
- Master's degree, or higher, in administration, curriculum/instruction, or equivalent.
- Demonstrates organization and managerial ability.
- 3-5 years of successful teaching experience.
- 1-3 years of administrative experience or equivalent.

ATTACHMENT O

If the school leader is not yet identified, the qualifications the school will look for in a school leader

NORTH RIVER
CHARTER ACADEMY

ATTACHMENT O

PRINCIPAL QUALIFICATIONS

- A master's degree in education, curriculum & instruction, or equivalent.
- Three to five years of successful teaching experience.
- Minimum of two to three years of working experience in a Leadership/Administration role or equivalent.
- Communication skills to develop a productive educational experience for both teachers and students.
- Willing to persevere and lead by example.
- Problem-solving skills to enhance teacher performance and improve student grades.
- Must understand the importance of building community.
- Empower teachers and cultivate leadership skills.
- Understand data and use resources.
- Must be passionate and collaborate effectively with faculty & staff.
- They should be lifelong learners and have a vision and plan for the school.
- Florida Certification in School Principal or Educational Leadership is preferred but not required to apply. (Must obtain during the first year of employment.)

ATTACHMENT P

Job descriptions and qualification requirements for each administrative or leadership position other than the school leader

NORTH RIVER CHARTER ACADEMY

ATTACHMENT P
JOB DESCRIPTION
ASSISTANT PRINCIPAL

Position	Reports To	Position Type
Assistant Principal	**Principal**	**Salary**
Work Schedule	**Salary Schedule**	**Last Updated**
12 Month Position 7:00 am – 4:00 pm	**Bi-weekly**	**March 2023**

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist Principal in providing ample resources, mentorship, and opportunities for professional development for staff; utilize appropriate written feedback, in-person meetings, evaluation tools, and other formal mechanisms to hold staff accountable for academic outcomes, including benchmarks such as i-Ready, goals, and timelines for improvement.
- Assist the Principal in serving as curriculum and instructional leader of the school.
- Assist the Principal in the ordering of curriculum, furniture, technology, and other school supplies after reviewing this with the Regional Vice Presidents.
- Assist the Principal in promoting the mission, vision, and philosophy of the school and FORZA Education Management with parents, students, and staff.
- Assist the Principal in promoting academic progress, instructional effectiveness, special education compliance, parent satisfaction, and student enrollment at the school.
- Assist the Principal in holding regular, well-planned, meaningful staff meetings a minimum of once per month, and submit staff meeting agendas to the Regional Vice Presidents on a monthly basis.
- Maintain regular, summer office hours, attend parent information meetings regularly, actively recruit families for enrollment in the summer and during the school year, and does not hold down a full-time or part-time summer job.
- Must attend and actively participate in IEP meetings and sign all required documents. If unable to do so, the Principal must designate another qualified representative.
- Responsible for maintaining an accurate inventory of all curriculum materials, office supplies, books, desks, chairs, overheads, janitorial supplies, equipment, etc.
- Hold staff and students accountable for missing textbooks, damaged school property, lost

equipment, etc. Charge replacement costs and invoice those responsible for lost or stolen items.

- Report directly to the Principal and Regional Vice Presidents any inquiry from the media, including newspaper, TV, radio, etc.
- Assist the Principal in holding fire, safety, tornado, lockdown, and other practice drills, in conjunction with District requirements.
- Assist in reviewing with staff the school's lockdown and safety policies at least annually, and provide blueprints, plans, etc.
- Assist the Principal in enforcing drop-off and dismissal traffic patterns with parents, staff, and transportation drivers to ensure student safety at all times.
- Report directly to the Principal all legal infractions that should be reported to appropriate law enforcement officials and the Regional Vice Presidents.
- Assist the Principal in reporting any and all suspected cases of child abuse or neglect immediately to appropriate law or children's services officials and the Regional Vice Presidents.
- Report retention concerns to the Regional Vice Presidents at least 30 days prior to the end of a school year.
- Attend all or most parent informational meetings
- Assist the Principal in holding the school theme program in high esteem as the theme of the academic program and ensure staff do the same.
- Assist the Principal in keeping the school in the State of Florida academic report card status of at least a "C" or higher annually.
- Two weeks off (10 business days) during schools' summer break, subject to approval by the Regional Vice Presidents.
- Read and understand all policies outlined in the staff handbook and student handbook/code of conduct.
- Other duties as assigned by the Principal or FORZA Education Management personnel.

DAILY DUTIES AND RESPONSIBILITIES:

- Follow all prescribed Board policies faithfully
- Hold instructional staff accountable for high student achievement.
- Follow the prescribed staff dress code and enforce the dress code with staff.
- Assist the Principal in maintaining the building at acceptable levels of cleanliness.
- Take the lead role in student discipline.
- Adequately maintain all suspension and disciplinary records in student files; organize all appropriate forms, and meet with parents when necessary.
- Enforce student dress code/uniforms policy.
- Follow the student code of conduct and enforce student code of conduct policies, staff code of conduct policies, and disciplinary procedures among students and staff in consultation with the Principal.
- Report all incidents of serious nature to the Principal first.
- Follow the outlined transportation procedures in the Student Handbook
- Maintain student and staff confidentially at all times; refrain from "gossip"
- Assists the Principal in maintaining all keys, passwords, and any sensitive information pertaining to school security.
- Assist in the maintenance of the inventory of all issued computers, laptops, printers, copiers, and

other equipment in a reasonable manner.
- Enforce all policies and procedures approved by FORZA Education Management and the Board of the school.

WEEKLY DUTIES AND RESPONSIBILITIES:

- Prepare and publish via email the parent school newsletter weekly. Be sure to check accuracy, grammar, and punctuation with the Principal or designated personnel.
- Assist the Principal in reviewing teacher lesson plans AT LEAST BI-WEEKLY and provide written feedback on lesson plans to ensure that all teachers are following a curriculum map in each subject and teaching to State Standards.
- Review data and meet with grade-level teams for data chats at least bi-weekly.
- Maintain data from various benchmark testing used by the school such as iReady, etc.
- Hold all custodial staff accountable for general maintenance and cleanliness of the building by signing off weekly custodial checklists.
- Maintain substitute teacher list and be responsible for finding substitutes as needed by teachers.

MINIMUM REQUIRED QUALIFICATIONS:

- Master's degree preferred but not required to apply.
- Must be enrolled and active in a master's degree program by the time of hire.
- Must have at least 3 to 5 years of experience as a teacher.

NORTH RIVER CHARTER ACADEMY

Attachment P
Dean of Students
Job Description

Position	Reports To	Position Type
Dean of Students	**School Principal**	**Salary / Exempt**
Work Schedule	**Salary Schedule**	**Last Updated**
10-Month Position	**Performance-Based Schedule-Set Annually**	**March 2023**

Major Function:

The Dean of Students will collaborate with the Leadership Team to instill a climate in the School that is conducive to student learning emphasizing mutual respect and safety. The dean will apply specialized expertise in the enforcement of the School's provisions regarding the maintenance of discipline and attendance within the school. Finally, the dean will plan and coordinate safety and security measures as well as supervise the maintenance and cleanliness of the School facilities to meet state statutes and codes.

Qualifications:

- An earned Bachelor's Degree (or higher) from an accredited college or university.
- A Master's Degree or enrolled in a Master's Degree program from an accredited college or university.
- Valid Florida Educator license/Certification Certificate required.
- A sustained record of outstanding academic results; and
- Three or more years of teaching experience (preferred) with exceptional results; and
- Successful results of criminal and employment background check
- Effective instructional delivery techniques and excellent communication skills
- Adherence to the requirements of the Code of Ethics for the Education Profession

Essential Duties and Responsibilities:

- Enforce and reinforce student conduct consistent with school policies as well as state

statutes.

- Understand and apply the due process in a considerate and dignified manner.
- Able to promote high expectations, demonstrate a caring attitude, and establish an environment that supports high achievement in students.
- Uses positive and productive techniques for improving student behavior.
- Reports regularly to parents using a variety of strategies and is responsive to parental concerns.
- Enforces school rules manage student behavior and maintain accurate records of student attendance, conduct, and academic performance records.
- Assists the Leadership Team in the development and implementation of the school's safety plan which includes the crisis management/emergency response plans.
- Assists in the development, implementation, and evaluation of intervention programs that address the needs of at-risk students.
- Performs a variety of administrative duties to assist the Principal in managing the school; assumes the duties of the Principal in the absence of the Principal and Assistant Principal.
- Assists the Administration in providing instructional leadership to the school.
- Supervises and evaluates the performance of designated certificated and/or classified personnel; assign duties to faculty and staff as appropriate to meet school objectives; assists with the recruiting, interviewing, and selection of new faculty and staff.
- Develops and administers disciplinary procedures in accordance with district policies and state laws; receives referrals and confers with students, parents, teachers, community agencies, and law enforcement; responds to and resolves parent, student, and staff concerns and complaints.
- Lead, organize, manage, and supervise all maintenance and custodial operations of the school in compliance with all applicable federal, state, and local laws and regulations.
- Actively participates as a team member during meetings with faculty, staff, and administration in reaching educational goals.
- Must be enthusiastic, flexible, and committed to students reaching high learning standards.
- Demonstrate excellent oral and written communication skills and the ability to communicate effectively with a diverse group of colleagues, students, families, and community members.
- Demonstrate strong skills in partnering with families and being a team player. Commit to meeting the needs of the school, students, families, and communities.
- Maintain excellent time-management skills, attention to detail, and a strong, regular personal attendance record.
- Participates in interviewing, selecting, hiring, and supervising personnel involved with a variety of student activities.
- Attends meetings of parents and other groups; may provide supervision for afternoon and evening activities.
- Works with the Principal to establish a safe and secure learning environment for students. Develops plans for emergencies in collaboration with other administrators,

staff, and public safety agencies;
- Prepares and maintains a variety of district, county, state, and federal records and reports; directs preparation of records and reports by staff.
- Participates in administrative meetings and training to improve administrative skills; maintains current knowledge of the school's adopted curriculum.
- Performs other duties as assigned.

Skills and Traits:

- The Dean of students possesses strong decision-making, interpersonal, and communication skills as they are responsible for collaborating with staff members and teachers from various departments to plan short or long-term plans for student behavior and attendance.
- Dean of students can define problems, collect data, establish facts, and draw valid conclusions.
- An energetic and positive approach to responsibilities.
- Drive to attain results; proven experience and effectiveness in improving student achievement in the classroom and/or school.
- Has a positive attitude; demonstrates compassion.
- Self-motivated; able to accept criticism and grow as a result
- Strong communication and organizational skills.

Physical Demands:

- Hear and speak to make presentations, and exchange information in person and on the telephone.
- Communicate so others will be able to clearly understand normal conversation.
- Dexterity of hands and fingers to operate a computer keyboard and manipulate paper.
- See to read, prepare documents and reports, and observe students.
- Able to return to a task after interruption.
- Sit or stand for extended periods of time, in both indoor and outdoor environments.
- Stamina to work a full day and then supervise evening events or attend meetings.
- Work at a desk, conference table, small student classroom table, or in meetings in various configurations.
- Kneel, bend at the waist, and reach overhead above the shoulders.

Salary and Benefits:

Salary is based on educational level, certification(s), and years of experience. Employees will be contracted annually. Contracts will be renewed according to evaluations and staff interest. Health benefits (medical & dental) and a retirement plan 401(k) are offered to full-time staff.

Background checks will be conducted on all school staff before they serve as employees - equal opportunity employers. We evaluate all applicants without unlawful consideration of race, religion, age, color, sex, national origin, disability, veteran status, sexual orientation, or any other basis prohibited by applicable law.

ATTACHMENT Q

Job descriptions and qualification requirements for school's teachers

NORTH RIVER CHARTER ACADEMY

ATTACHMENT Q
JOB DESCRIPTION
TEACHER

Position	Reports To	Position Type
Teacher	**Principal**	**Salary**
Work Schedule	**Salary Schedule**	**Last Updated**
10 Month Position 7:30 am – 4:00 pm	**Bi-weekly**	**March 2023**

MAJOR FUNCTION:

Instructional position responsible for students in a group or class in an innovative charter school. The instructional leader is expected to understand and demonstrate the use of the school's curriculum, student instruction, and assessment to maximize educational achievement for all students; work collaboratively to ensure working and learning climates for all students that are safe, secure, and respectful. Implementing strategies to reach the multiple intelligences of students through creative lessons is required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintain all required certifications, licensures, background checks, etc., current
- Keep classroom free of chaos; maintain high standards of cleanliness, organization, safety, and clutter-free
- Submit lesson plans on the school template to the Principal, Dean, or Director as required
- Be mindful of students with disabilities; properly implement goals and objectives for all students with active IEPs, BIPs, or 504 Plans to the fullest extent possible
- Work closely with Intervention and Title staff to ensure consistency of academic and/or behavioral service delivery for students with disabilities or students receiving Title services
- Maintain appropriate and accurate inventory of student textbooks, teacher manuals, curriculum, supplies, furniture, and other school materials and resources. Notify the office staff if any material is missing so parents may be invoiced for replacements
- Hold scheduled parent/teacher conferences at school prescribed times
- Stay abreast of latest requirements in education and special education to the best of your ability
- Attend all required staff in-services or professional development days
- Clearly post the classroom expectations in your classroom

- Ensure that all appropriate field trip forms are signed, dated, and turned into the office with appropriate written consent from parents for every child attending the field trip
- Ensure that parents/volunteers sign in and out at the front office and maintain a pass
- All correspondence to parents, students, in the school newsletter, to staff, etc. must be grammatically correct and free of spelling or punctuation errors; if unsure, consult a dictionary
- Any contacts from news media, i.e. newspaper, television, radio, etc. must be immediately referred to the Principal and Superintendent; never conduct an interview on your own
- Immediately report any and all cases of suspected child abuse or neglect to the Superintendent, Principal, law enforcement, and Children's Services agencies
- Maintain confidentiality of student records at all times and keep all student records locked
- Be an active participant in all IEP, 504, etc. meetings for any students in your classroom who are being evaluated for special services; come fully prepared for those meetings with all required documentation, including student work, curriculum-based measures, behavioral documentation, etc.
- Choose only educationally related field trips, films, videos, or DVDs for students and use them sparingly only as a supplement to a specific lesson
- Do not give out personally identifying information to students i.e. cell phone number, home phone number, address, etc.
- Make your own copies, overheads, etc.; do not rely on the office manager or students to perform those functions; be sure to make them well ahead of time to avoid lines at the copy machine at the last minute
- Maintain all keys, computers, equipment, etc. in a safe and efficient manner
- Send home a fully executed incident report for any student who falls, hurts themselves, or is injured in any way within 24 hours of the incident
- Do not leave the building without signing out
- Read and understand all policies outlined in the staff handbook and student handbook/code of conduct
- Other duties as assigned by Superintendent, Principal, Assistant Principal, or management staff

DAILY DUTIES AND RESPONSIBILITIES:

- Report to the classroom no later than 7:30 a.m.
- Follow the required dress code for teachers
- Require and enforce that students follow the school dress code
- Assist with after-school/lunch duties as required by the Principal
- Faithfully implement all instructional methods as prescribed by the school
- Follow all prescribed Superintendent, Principal, or Board policies faithfully
- Maintain an interesting, inviting classroom; provide interesting, stimulating instruction that is well thought out and planned
- Delivery high-quality instruction
- Maintain high levels of classroom management
- Supervise students; never leave students unattended or unsupervised by an adult
- Drop off and pick up students for fitness or other activities in a timely matter
- Use the assigned curriculum and state test materials if applicable
- Work collaboratively with all consultants to the school or organization
- Assess students and collect data

MINIMUM REQUIRED QUALIFICATIONS:

- Teachers must have a bachelor’s degree and currently hold appropriate certifications

ATTACHMENT R

Personnel policies

NORTH RIVER

CHARTER ACADEMY

Employee Handbook

202X – 202X

North River Charter Academy Board of Directors
Mark McCabe, President
Frank Zhou, Vice President
Gwen Dapore, Board Secretary

North River Charter Academy Administration
TBA, Principal
TBA, Assistant Principal

FORZA Administration
Charles Malatesta, CEO
Jose Rubio, Regional Vice President
Will Staros, Regional Vice President

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Welcome!

FORZA/NRCA Faculty and Staff recognize the individuality and potential for all children to succeed. Thus, we respect the individual needs of all children, while fostering a caring, creative environment that emphasizes the social, emotional, physical, and intellectual development of each child.

FORZA Education Management LLC

FORZAedu.com

About the Handbook

The North River Charter Academy Employee Handbook establishes the general policies, procedures, and conditions governing NRCA's employees. This Handbook complies with the terms of the charter contract, as well as applicable state and federal laws. Moreover, to the extent the contents of this Handbook conflict with the terms of any employee's employment contract, the terms of the employment contract will control.

Section 1: School Information

1. A. About North River Charter Academy

North River Charter Academy (NRCA) is a Florida non-profit corporation. NRCA has a contract with the School Board of Manatee County, Florida, to operate a charter school in Manatee County. The NRCA Board of Directors has final authority to conduct oversight and set policies and procedures for NRCA. The Principal of NRCA is responsible for day-to-day operations and employment decisions.

Mission of North River Charter Academy

The Mission of North River Charter Academy is to provide a challenging, innovative, and authentic learning environment for all students that fosters curiosity, creativity, and critical thinking through a hands-on learning approach that focuses on the STEAM disciplines in a school environment where every child feels welcomed. Our students will develop key skills such as collaboration, problem solving, and leadership that will inspire them to become lifelong learners and prepare them to solve real-world problems using their knowledge and skills.

Vision of North River Charter Academy

The vision of North River Charter Academy is to establish a student-centered and nurturing learning environment that actively engages all students in their learning and leads them toward achieving their maximum potential both academically and personally. Our vision is that each child will develop socially, emotionally, physically, and intellectually through the care, guidance, and support provided by our staff.

Section 2: Nature of Employment

2. A. Introductory Period

All new and rehired employees have a probation period for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If NRCA determines that the designated probation period does not allow sufficient time to evaluate the employee's performance, the introductory period may be extended for a specified period. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other NRCA provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

The principal assigns teachers and staff to specific positions within NRCA. **Assignments are**

subject to change if deemed necessary by administration.

2. B. Personnel Files

NRCA maintains a personnel file for each employee and is property of NRCA. This information is confidential and includes, but is not limited to, medical records, educational records, employment records, financial or pay records, and any other private information about the employee. All personnel files are public records and are subject to State of Florida public records law. NRCA may forward copies of any documents contained in employee files upon request of a specific governmental agency or the employee. Employee files will be kept for a minimum of five years, or longer if required by Florida law, and may be kept in storage indefinitely at the call of the Principal.

It is the employees' responsibility to notify the school of any updates about the employee's personal information. The employee may be asked to provide original documentation authorizing the updates. In addition, employees must provide NRCA with an emergency contact number and medical insurance information if their policy is different from the NRCA health policy.

2. C. Equal Employment Opportunity

Equal employment opportunity is afforded to all employees, and applicants for employment, based on their demonstrated ability and competence without discrimination based on race, color, religion, sex, sexual orientation, pregnancy, national origin, age, disability, and veteran status. NRCA adheres to the Federal requirements of the Rehabilitation Act of 1973(with all of its amendments), the Americans with Disabilities Act, the Civil Rights Act of 1964, Executive Order 11246, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1975, Executive Order 11141, the Title IX of the Educational Amendments of 1972, the Immigration Reform and Control Act, the Vietnam Era Veterans Act of 1974, and all other applicable State and Federal laws.

2. D. Disability Accommodation

NRCA complies with all applicable provisions of federal, state, and local laws prohibiting discrimination based on disability. It is NRCA's policy not to discriminate against any qualified employee or applicant concerning any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, NRCA will provide reasonable accommodations to a qualified individual with a disability who has made NRCA aware of his or her disability, and if such accommodation does not constitute an undue hardship on NRCA. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the principal.

2. E. Immigration Reform and Control Act

NRCA complies with federal immigration laws and does not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As an ongoing condition of employment, employees will be required to provide documentation verifying identity and legal authority to work in the United States.

2. F. Employment of Minors

The terms and conditions of a minor's work permit, as well as the provisions of state and federal law, restrict the employment of minors.

2. G. Employment of Relatives

Due to the potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can affect the daily working relationship, NRCA will hire relatives of persons currently employed only if candidates for employment will not be working directly for or supervising a relative. If a conflict or potential for conflict arises between relatives (even if there is no supervisory relationship), NRCA has the right to reassign or terminate the employees. This restriction on employment of relatives is in accordance with Section 1002.33(24), Florida Statutes, relating to the employment of relatives by charter school personnel. For the purposes of this policy, a relative is any person related by blood or marriage, or whose relationship with the employee is similar to that of persons related by blood or marriage.

2. H. Background Checks & Fingerprinting

NRCA reserves the right not to hire or retain anyone who has been convicted of a criminal offense. All employees of NRCA are required to submit fingerprints for a complete background check. Employment at NRCA is contingent on the results of this background check and employment may be terminated based upon the results. The individual seeking employment will pay the cost of fingerprinting.

Employees are required to report an arrest or conviction for any criminal violation within twenty-four (24) hours of the date of the arrest or conviction. Employees who fail to report an arrest or who are convicted of any such violation shall be subject to disciplinary action up to and including termination. Conviction of a crime that involves dishonesty may result in an automatic termination of employment. Before any decision is made, the nature of the crime and circumstances surrounding the conviction will be considered, which can cause termination.

2. I. Drug Free Workplace

2. I. 1. Drug Use

NRCA is a drug free workplace. All employees may be subject to random drug testing at any time. Prospective employees may also be required to submit to drug testing. While on NRCA's premises and while conducting business-related activities off NRCA's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs on the property is only permitted if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner, that does not endanger other individuals in the workplace.

2. I. 2. Medical Marijuana Policy

The school is a drug free workplace. As such, the School does not allow its employees to consume marijuana before, during, or after school hours based upon a medical marijuana exception.

2. I. 3. Tobacco Use

In keeping with the intent of NRCA to provide a safe and healthful work environment, and in compliance with the Florida Clean Indoor Air Act, smoking is prohibited anywhere on campus. This policy applies equally to all employees and visitors.

Violations of these policies may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

2. J. At-Will Employment

Except as NRCA has otherwise expressly agreed in writing, employment is at will. It is with mutual agreement between NRCA, and all employees that employment is subject to termination at the will of either party at any time, with or without cause after giving proper notices as indicated in the respective employee's employment contract.

2. J. 1. Employment Termination

NRCA may terminate an employee at any time without notice and without cause and may schedule an exit interview at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to NRCA, or return of NRCA-owned property. The employee may also voice suggestions, complaints, and questions. Upon termination, the employee must return all NRCA property and documents, including, but not limited to, all keys, logins, passwords, student's grades, and student work.

2. J. 2. Employee Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with NRCA. Although advance notice is not required, NRCA requests 30 days written notice from all employees. Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation, and the effect of the resignation on benefits.

2. K. Employee Relations

NRCA strives for the best possible work environment. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their principal. The principal encourages straightforward discussion on a one-to-one basis that is beneficial to the productive work environment for the best interests of students and employees.

2. L. School Culture

Maintaining a positive School culture is vital for our organization to flourish. Refraining from gossip and negative interactions with other employees, parents and students is critical in order to set the tone for our organization.

2. M. Employee Grievance Resolution

The school supports voluntary resolution of work-related conflicts, problems, and concerns. It is a firm belief of the school that most issues can be handled quickly and appropriately to everyone's satisfaction. To address concerns at the root level, employees should bring their work-related concerns to the Principal as soon as possible. If the grievance concerns are unable to be resolved with the Principal, the employee may then submit a written grievance to FORZA Education Management. If the grievance is still unresolved after meeting with FORZA Education Management, the employee may submit a written grievance to Governing Board for consideration.

2. N. Parent Grievance Resolution

The "Parental Rights in Education" law, also known as House Bill 1557 (2022), sets forth specific procedures for complaints or disputes falling into those categories detailed in Section 1001.42(8)(c)1.-7., Florida Statutes, and on the "Parental Request for Appointment of a Special Magistrate" form published by the Florida Department of Education and available here: https://info.fldoe.org/docushare/dsweb/Get/Document-9669/dps-2022-158b.pdf. This includes any complaints or disputes related to the following:

- Concerns over procedures for notifying a student's parent if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student.
- Concerns related to any school policies or procedures that are perceived to discourage or prohibit parental notification of and involvement in critical decisions affecting their student's mental, emotional, or physical health or well-being.
- Concerns over classroom instruction related to sexual orientation or gender identity, which is prohibited in grades K-3 and must be age-appropriate for all other grades.
- Concerns over student support services training developed or provided to school personnel that is believed to be out of compliance with guidelines, standards, and frameworks established by the Department of Education.
- Concerns over parental notification at the beginning of the school year about healthcare services offered by the School, including the ability to opt-out or withhold consent for any such services.
- Concerns over whether the School provided a well-being questionnaire or health screening form to the parent and sought their permission before it was administered to the student. This only applies to students in grades K-3.

Parents and guardians have the right to notify the Principal of any concerns related to the above

areas. The Principal or designee must provide a response to the parent within seven (7) days of receiving the complaint. If the dispute cannot be resolved by the Principal or designee within seven (7) days, the parent may present the dispute to the School District. The School District must attempt to resolve the dispute within thirty (30) days. If the School District is unable to resolve the dispute, a parent may request the appointment of a special magistrate utilizing the "Parental Request for Appointment of a Special Magistrate" form linked above. For purposes of this policy, the term "days" means business days and excludes state, federal and school holidays.

Section 3: Work Hours and Time Off

3. A. School Hours

Main Office	7:30 a.m. - 4:00 p.m.
Classroom Teachers	7:30 a.m. - 4:00 p.m.
Students	7:50 a.m. - 3:15 p.m.
Tardy Bell	8:00 a.m.
Breakfast	7:25 a.m. -8:00 a.m.
Dismissal Times	3:15 p.m.-3:45 p.m.

3. B. Attendance and Punctuality

Regular attendance is required of all employees. Employees should be punctual and arrive on time unless otherwise permitted by the principal. Any employee who is absent without approval or who is excessively tardy will be subject to appropriate disciplinary action, up to and including discharge.

3. C. Reporting Hours Worked

In compliance with the Fair Labor Standards Act (FLSA), NRCA must maintain accurate daily records of work time for all non-exempt employees. Such records must document hours worked, rather than hours scheduled to work. NRCA must also maintain records of all absences (whether paid or unpaid) from both exempt and non-exempt staff employees. All employees must report hours worked for accurate payroll purposes. All timecards must be signed to certify the accuracy of the work time reported. An employee who falsifies a time record is subject to disciplinary action, up to and including immediate termination of employment.

(Employees that paid hourly are non-exempt. Employees are "full-time" if they are exempt or work an average of 30 hours per week.)

3. D. Sign In/Sign Out and Attendance

All employees are required to clock in with their key fab when they arrive in the morning. If you leave campus at any time during the scheduled workday, you must secure permission from administration and then sign out with the front desk staff and sign back in when you return. This includes when leaving for lunch, planning period(s) or scheduled appointments. Failure to comply with sign in/out procedures may result in disciplinary action including, but not limited to, docked PTO.

3. D.1. Non-exempt employees

Non-Exempt employees must sign in when arriving at work and clock out at the end of the day. Non-exempt employees need prior approval to work beyond their scheduled hours to make up any missed time or absences and must be completed during the same pay schedule.

Lunch hours are not included in the number of hours reported as made-up time.

3. E. Work Schedules, Timekeeping and Dismissal

The principal assigns work schedules in accordance with the needs of the school and the requirements of the positions. Requests for an alternative work schedule must be submitted in writing to the principal for approval.

The school office will be open daily from 7:30 a.m. to 4:00 p.m. and student hours are 8:00 a.m.to 3:00p.m. Instructional staff are to report at 7:30 a.m. and stay until 4:00 p.m.

3. F. Meetings & School Activities

3. F.1. Meetings

All teachers are required to attend scheduled faculty meetings, team meetings, and monthly data/MTSS meetings listed on the school calendar. Please make the necessary arrangements to attend these meetings. Administration must be notified if you are not attending.

3. F.2. School Activities

Employees are also required to participate in school activities beyond the regular workday and must seek prior approval if they are to be absent. Non-exempt employees will be compensated for their attendance at required school activities.

3. G. Teacher Planning Days

NRCA provides employees with the opportunity for planning, organization, report cards, staff development, and record keeping. Teacher planning days may differ from the school district. Staff hours for planning days are from 7:30 am - 4:00 pm and teachers are required to remain at school until 4:00 pm.

3. H. Early Release Days

Early dismissal dates are located on the month-to-month school calendar and may differ from the district. On said dismissal dates, students will be released at noon. There bagged lunches will be eaten in the classrooms. Dismissal will begin around 11:45 a.m. Teachers are required to be at school until 4:00 p.m. unless otherwise notified by the administration.

3. I. Holidays

The following days have been designated as official NRCA holidays in accordance with Manatee County Public Schools calendar: New Year's Day - January 1; Martin Luther King Day - Third Monday in January; Memorial Day - Last Monday in May; Independence Day - July 4 (full week); Labor Day; Thanksgiving (full week); Winter Break - (two weeks); Spring Break (one week) and any other days as may be designated by the principal.

3. I. 1. Special Religious Holidays

Time off to observe special religious holidays may be permitted, but must be taken as accumulated PTO, or as an excused absence without pay and must be pre-approved by the principal.

3. I .2. Holiday Pay

All eligible full-time NRCA employees will receive compensation for up to eight (8) hours of work on all official NRCA holidays. To be eligible for a paid holiday, employees must have been in a pay status the last regularly scheduled workday immediately preceding, and the first regularly scheduled workday immediately following, the holiday.

3. J. Personal Time off (PTO)

Regular full-time employees are eligible for eight (8-hour) days of paid PTO, and two (2) unpaid days of PTO. PTO can be used in half or full day increments. PTO days may be used for vacation, personal time, illness, or time off to care for family or dependents and preferably scheduled 72 hours in advance with approval by the principal, except in the case of an illness or emergency. It is up to the principal's discretion to approve PTO without advance notice. Employees taking extended PTO time (in excess of 3 days) must submit a request at least two (2) weeks before the extended PTO. If an employee uses more than three PTO days due to an illness, the employee must submit a doctor's release upon return to work.

Temporary employees, part-time employees (not working the required minimum hours per week), workers paid short or long-term disability insurance, and workers being paid workers compensation are not eligible to receive PTO.

It is preferred that employees **do not** take PTO the day before or after a paid holiday or non-student day, on staff development days, or on early dismissal days.

Faculty members may use PTO time during their planning period. An approved PTO form must be submitted and approved by the principal at least 72 hours prior to the date. The use of time during a planning period will be deducted from the employee's accrued PTO balance.

If you are going to be absent, it is your responsibility **to contact the assistant principal between 6:00 a.m. and 6:30 a.m.** on that day, or as soon as possible, so that a substitute can be secured in a timely manner. It is also required that you notify your team lead of your absence. If you are going to be absent the following day as well, notify admin as soon as you have that information.

3. J.1. PTO Carryover and Cash Out

An employee may not carry over PTO into the next fiscal or school year. Employees are responsible for monitoring their PTO over the course of the school year. However, classroom teachers will be paid $100 for every 8 hours of PTO not used during the school year, up to $400, and paid at the end of the school year.

3. K. School-Related Business

Any school-related business leave (SRB) must be requested in writing at least seventy-two (72) hours prior to the date being requested and must be approved by the principal. No PTO will be deducted for time used for school-related business.

3. L. Family and Medical Leave

It is the policy of NRCA to provide family and medical leave to its eligible employees. This policy complies with the requirements of the Family and Medical Leave Act (FMLA) and its implementing regulations. An employee who has worked at NRCA for at least twelve (12) months and 1,250 hours is eligible for FMLA leave.

A leave of absence is granted by the principal for an employee to be absent from duty for a specified period with the right to return to employment upon the expiration of that leave. An eligible employee is entitled to take up to a total of twelve (12) weeks of unpaid FMLA leave in a 12-month period, to be measured backward from the commencement date the employee uses FMLA leave. An eligible employee taking leave under Section (2) (f) shall be permitted to take up to 26 workweeks of leave in a twelve (12) month period and can be taken consecutively, intermittently (take a day periodically when needed over the year), or, under certain circumstances, used to reduce the workweek or workday, resulting in a reduced hour schedule. Employees are required to use any accrued PTO before any starting FMLA leave. Any such paid leave taken will be counted towards the allowable twelve (12) weeks of FMLA leave.

3. L.1. Maintenance of Group Medical Insurance

While an employee is on leave, NRCA will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received by NRCA by the 1st day of each month. If the payment is more than fifteen (15) days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide fifteen (15) days' notification prior to the employee's loss of coverage.

3. L .2. Requesting FMLA Leave

Employees needing FMLA leave must attempt when reasonable to schedule their leave to minimize disruption to NRCA’s operations. All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the principal. When the need for

the leave is foreseeable, the employee must provide the employer with at least thirty (30) day's notice. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day.

3. M. Return to Work and Accommodation Procedure

Prior to returning to work following hospitalization or medical leave, written authorization from the employee's healthcare provider is required. Please note that an employee may not return to work without first submitting a written authorization from a healthcare provider that states that the employee is able to work, listing any restrictions on normal duties. If an employee comes to work without providing the required documentation, the employee will be sent home until she/he provides medical certification that they have been cleared/authorized to return to work.

Upon return from FMLA leave, an employee will be reinstated to the same or an equivalent position. An equivalent position is one that is virtually identical as far as pay, benefits, and other working terms and conditions, and must involve the same or substantially similar duties and responsibilities. An employee who takes leave under this policy may need to provide a fitness for duty clearance from a health care provider stating that the employee is able to resume work.

3. N. Bereavement

Full-time and part-time employees will be eligible for paid Bereavement Leave Time. Full-time employees will receive up to five (5) days of pay and part-time will receive a prorated amount based on their work schedule. This leave is to arrange and/or attend the funeral of an immediate family member. Immediate family for the purpose of this policy is defined as the employee's grandparents, parents, legal spouse, mother-in-law, father-in- law, brother, sister, or child. Employees who require more than five (5) days away from work may use PTO for additional needed time. An Absence Request Form must be submitted for each absence due to death in the family.

3. O. Jury Duty

Jury Duty time off work shall not count against the employee's PTO. Upon completion of jury duty, a Verification of Attendance Form must be presented to NRCA. Employees who are excused from jury duty for the day, or are excused early, should report to work when it is practical to do so. If an employee is called to serve on jury duty at a time that would unreasonably interfere with normal educational and business operations, he or she may request that the required service be rescheduled for a later date.

3. P. Substitute Teacher/Reporting an Absence Procedure

Once the request for PTO is approved, a substitute teacher or internal coverage will be secured by the Principal or designated employee. If calling in sick, faculty shall call the Principal or designated employee, or leave the Assistant Principal or designated employee a voice message or text message if the Principal or the designated employee does not answer. Should a faculty member fail to comply may result in disciplinary action. If NRCA cannot secure a substitute, then teachers will

be assigned to cover internally. Upon return to work, it is the employee's responsibility to record the days used on the PTO form.

3. Q. Emergency Contact Information and Emergency Phone Tree

An emergency contact form for each staff member must be completed and kept on file in the office. In the event of an emergency, the designated individual will be contacted.

Emergency Phone Tree:

Each faculty and staff member will receive an emergency phone tree. The Executive Director, Principal, or Assistant Principal will contact the team facilitators, and they will in turn contact their team members. If unable to reach a team member, keep trying until everyone is contacted. If you are unable to reach the person below you, leave a message, and contact the next faculty or staff member below that person.

Section 4: Compensation and Benefits

4. A. Compensation

All employees will be compensated in accordance with the terms of their employment contract, or, the pay rate agreed to between NRCA and the employee. All employees at NRCA are paid bi-weekly.

4. B. Payroll

NRCA is required by law to make certain deductions from each employee's wages, including for federal income taxes, Social Security, and Medicare. There may be additional deductions for contributions to a retirement plan. Employee payroll funds will be deposited directly to a bank or other financial institution specified by the employee on an appropriate Direct Deposit form. All employees are required to participate in the direct deposit program.

4. C. Employee Benefits

NRCA offers its employees several benefits after 90 days of employment. currently offers the following benefits to eligible employees.

- Health Insurance
- Life Insurance
- Short and Long Term Disability
- Retirement Plan (401k) after 12 months of employment

Some benefit programs require contributions from the employee. More information about NRCA's benefits programs are available in the NRCA Benefits Packet. New employees should contact the Principal or the Principal's designee for enrollment questions and information prior to commencing employment.

4. D. Expense Reimbursement

NRCA will reimburse employees for reasonable preapproved expenses incurred in connection with the performance of the employee's professional duties. The employee must request reimbursement in advance of incurring the expenses and receive approval. Receipts or other proof must be submitted within thirty (30) days of incurring the expense. Preapproved trips and related expenses will be reimbursed by the school based on either a specified mileage rate or actual cost including rental vehicle cost. The reimbursement method will be determined by the administration in advance. Reimbursable expenses must be personally incurred by the employee. Expenses for a spouse or other individual accompanying the employee are not reimbursable.

4. E. Wage Garnishment

If an employee's wages are garnished by court order, NRCA is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. However, NRCA will honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount

that may be garnished from an employee's paycheck. A fee may be charged per check written to cover the administration of the above, if permitted by the judgment of garnishment.

4. F. Other Benefits

4 .F.1. Worker's Compensation

NRCA provides comprehensive workers' compensation to all employees. This program covers any injury or illness, as defined under Florida law, sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period, or immediately if the employee is hospitalized.

Any accident that occurs while an employee is at work and is work-related MUST be reported to the principal immediately. Directions will be given regarding the proper procedure to follow if medical assistance is required. Even if medical assistance may not be required or anticipated, all the necessary forms must be completed at the time of the accident. Please take all precautions to ensure your safety and avoid injury.

Neither NRCA nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary attendance in any off-duty recreational, social, or athletic activity sponsored by NRCA.

4. F.2. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under NRCA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment not due to cause, or death of an employee, a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at NRCA's group rates plus an administration fee. NRCA's COBRA carrier will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under NRCA's health insurance plan. The notice contains important information about the employee's rights and obligations.

Section 5: Accounting and Finance

5. A. Guidelines for Handling School Funds

As a teacher and/or sponsor of a particular extracurricular school club or activity, it may be necessary for you to collect and receive money from students in your classes or extracurricular club/activity.

Before any money is solicited from students or parents, the Principal must give formal approval of the activity.

The following are the School's policies that must be adhered to when handling these monies:

1. Written receipts should be prepared in duplicate and a copy issued to the individual from whom monies over $5.00 are received.
2. Teachers and sponsors are responsible for keeping duplicate receipt copies and turning them in to the front office when funds are submitted for deposit. Receipts should be accurate and filled out completed (name, date, and amount). If a mistake is made in preparing a receipt, both copies are marked "VOID", and a new receipt should be made.
3. Report any stolen or missing funds in writing to the Principal as soon as it is discovered. Keep a copy for your records.
4. On a regular basis, check the status or balance of your account/fund and report in writing to administration any suspected discrepancies. Account information is available upon request from the Director of Student and Personnel Services. No checks shall be drawn on a school fund account without a balance sufficient to cover the check request or without proper authorization.
5. All monies collected should be turned into the front office by the end of the school day.

5. B. Cash, Checks and Credit Cards

NRCA discourages cash payment. Besides checks and money orders, Pro-Care can accept credit cards. For most fundraisers, and Summer Camp, NRCA opens a PayPal account enabling the school to swipe credit cards.

It is the responsibility of the classroom teacher to collect all money and/or checks during homeroom and place said funds in the office envelope, which is sent to the main office. Teachers may not hold cash in their room for any reason. Monies collected must be labeled with the students' FULL name and purpose of payment.

5. C. Tax Exemption

All school entities are exempt from state sales tax. The documentation is available upon request from the front office. All purchasers should provide this information to vendors at the time of purchase and do what is feasible to ensure that they are not paying state sales tax on purchases. The tax exemption is for school approved purchases only.

Section 6: Students and Parents

6. A. General

It is the goal of NRCA to ensure that employees act in a positive and professional manner at all times with respect to students and parents/guardians.

6. B. Student Handbook

All teachers and staff are expected to review, understand, and implement all student policies and procedures contained in the NRCA's Student & Parent Handbook. If teachers or staff members are unclear about any of its provisions, please see the Principal or designee for further clarification.

6. C. Grades- Gradebook, and Report Cards

Accountability and Tracking:

NRCA's Accountability Plan must provide information needed to measure and track the school's progress toward its goals, make program adjustments when needed, and report to parents, the community, and the chartering Authorizer on performance and progress.

It is the intent of NRCA that all Kindergarten through 6th grade students become proficient in reading, writing, math, science, social science, and the Specials each year at, or above, their grade level. Moreover, that the students will make progress towards NRCA' achievement standards in preparation to meet or exceed the Florida Standards as tested on the Florida Standards Assessment (FSA) instrument that is administered to all 3rd through 6th grade students. In addition, all grade levels will achieve mastery of the Florida Standards as monitored by the SAT 10 and i-Ready Tests for reading and math. Pre, Interim, and Post Tests will be used as a quarterly benchmark in monitoring each student's learning gains throughout the school year. The results obtained, utilizing the above evaluative and monitoring tools, will generate the "**evidence of facts"** that will present the annual NRCA **"snapshot"** to the school community, Manatee County, and the Florida Department of Education. The use of FOCUS will be the monitoring tool used for tracking the student's mastery of standards.

It is **MANDATORY** that all teachers use these monitoring tools as they will drive the curriculum even to the point of the teachers' lesson plans. These monitoring devices will ensure that teachers are addressing all the content that they need to teach throughout the course of the school year, especially before the FSA is administered.

Teachers are required to have two grades per week, and updated grades posted by Friday 4pm of each school week. Please keep gradebooks current and collect enough information to back up your quarterly grades. **Rule of thumb: At least one evaluation grade should be recorded per week, not including other classwork or homework.**

Report Cards:

NRCA and Manatee County Public Schools will use the FOCUS System for Attendance and Grade Reporting. Parent/Student Portal access will be made available for online tracking of

student assignments.

When a report card goes home, it represents the teacher as well as the school. Many parents will judge the effectiveness of the school and the teacher by this report, ergo, each teacher must take great care with such details as: spelling, punctuation, handwriting, grammar, sentence structure and neatness. Moreover, comments must be phrased in a positive manner.

Teachers must:

- Be objective, fair, kind, and accurate.
- Consider the child's growth in knowledge, skill, general abilities, attitudes, and achievement.
- Use language that parents will understand.
- Make positive and constructive comments.
- Note if a conference needs to be scheduled.
- Recommend and document if after school tutoring if warranted.
- **Make sure a, "possible retention letter" is sent with the report cards by the 2nd and no later than the 3rd 9 Weeks grading period for any student who is in danger of failing.**
- Document each student's status of being promoted or retained on the final Report Card.

Be prepared to justify and explain a grade that the student earned (be ready to back up the report card grade with your documented grades, coupled with any data you have on the student). If you anticipate that a child may receive a failing grade for the semester, you must note that on the report card with the phrase "in danger of failing" or "possible retention." The teacher should communicate with parents whose children are in danger of failing prior to report cards being issued so there are no surprises!

NRCA' goal for every student is that they become proficient in *all* Florida Standards for their grade level by the end of each school year to be successful in their future school experience. K-6 students will receive three different reports each nine-week grading period: i.e. **Report Card**, and **Student Assignment Completion Report.**

Manatee County Grading Scale 6th- 8th Grades:

A 90-100% Outstanding Progress
B 80-89% Above Average Progress
C 70-79% Average Progress
D 60-69% Lowest Acceptable Progress
F 0-59% Failure
NO "+" or "-" are to be given.

Assignment Percentages - K-2

5% Homework
5% Participation
30% Assessments/Projects

60% Classwork

Assignment Percentages - 3-5
10% Homework
5% Participation
30% Assessments/Projects
55% Classwork

Assignment Percentages - 6-8
10% Homework
5% Participation
30% Assessments/Projects
55% Classwork

*Homework should not count more than 10% toward each student's grade. (This does not apply to Kindergarten students.)

Make-Up Work:

The student and teacher shall work together to make up any missed assignments, tests, homework, etc., for excused or unexcused absences, up to the specified absence limit. Immediately upon returning to school from an absence, the student shall be given two (2) days for every one (1) day missed.

6. D. Daily Attendance and Withdrawals

To fully benefit from NRCA's instructional program, students are expected to attend school regularly, be on time for classes, and satisfy all course requirements. Daily attendance MUST be completed by 8:30 AM. Attendance must be taken and submitted accurately within the student information system per period (block) each day by the teacher of record. In the absence of the teacher of record, a guest teacher will take attendance on a hard copy roster, sign the roster, and submit the roster to the front office who will enter the attendance into the student information system accordingly.

Any notification a teacher may receive from a parent regarding an absence or early dismissal must be communicated with the office when it is received.

Students are considered tardy if they come to the classroom after 8:05 AM unless Administration deems otherwise based on weather or traffic incidents.

Students may **NOT** be signed out and subsequently back into school the same day without a doctor's note.

If a child is absent three (3) days in a row, or tardy (5) or more days in a row, make the administration aware of the situation. If necessary, an official letter will be sent home at that time. Parents are required to telephone the school when a child is absent, enabling the school to denote if said absence is excused or unexcused. If a student has 5 unexcused absences in 30 days, or 10 unexcused absences within 90 days, the school will contact the parents

concerning said absences; moreover, determine if there is a pattern of truancy. If the student is absent for more than 2 consecutive days, they need to bring in a doctor's note upon returning to school, unless said absence had previously been approved by the administration.

Withdrawals:

If a parent notifies a teacher that a student will be withdrawing, the teacher should immediately inform the Main Office.

6. E. Student Records and Responsibilities

Information contained in student records is confidential under the Family Educational Rights and Privacy Act ("FERPA"). Instructional staff members and administrators are responsible for maintenance of student records in accordance with FERPA and all other federal and state requirements. Employees should only access student records when such access is necessary for the performance of their professional duties. Information contained in student education records, including grades and disciplinary information should not be shared with any other individuals or staff members unless that person has a legitimate educational interest in receiving the information or if disclosure is otherwise authorized under the law. If an employee has questions about whether certain information can be released to another individual, the employee should contact the front office.

6. F. Parent-Teacher Conferences

Faculty members are required to keep parents informed of their child's progress in school. Any student who has a D or F in class should receive parent communication within a week of the grade falling below proficient. If grade does not improve within 2 weeks, the teacher should plan a conference with the parent and student. Documentation of all phone or email conversations and meetings with parents should be kept.

The teacher and/or parent may schedule parent/teacher conferences. There will be at least **two Conference Nights** this school year. Parents will visit the school to meet with one or more teachers and said conferences will be scheduled in advance. All conferences will have a strict time-limit and teachers will, as is the norm, complete the Parent/Teacher Conference Documentation Form for all conferences. Parent/Teacher Conferences will be scheduled during Quarter 1, Student Led Conferences Quarter 3. Possible Retention Conferences will be scheduled as needed during the beginning of Quarter 4.

6. G. Policy on Parental Notification

The Administration believes that parental involvement in a child's academic and social life at school through direct, regular and timely communication is critical to the long-term achievement and success of each student at NRCA.

It is CRITICAL to communicate effectively with parents or guardians on a regular basis. All teachers are to return all emails and phone calls *within 24 hours*. Moreover, teachers must maintain a record of all parent communication by documenting phone calls, emails, or any form of communication including the attempts to communicate with a parent/guardian.

Administration requires that all employees of NRCA who have direct involvement with the education plan of students in their charge (this includes certified teachers, paraprofessionals involved with instructional and non-instructional duties, and administrative staff whose duties directly impact students) be required to respond to parent inquiries within a 48-hour time frame unless interrupted by weekend or holiday breaks.

Parents should be notified of any disciplinary action taken within the same school day whenever possible. From time to time, Administration may elect to alter the time frame for responsiveness and parent contact should circumstances dictate that it be in the best interest of the student involved.

6. H. Communication

A copy of any printed information that a staff member seeks to distribute school-wide requires administrative approval. Information that is approved to be posted on school walls or around the building must be shared with the administrative team.

6. I. Instructional Materials and Homework Policy

Academic content taught in individual teacher classrooms at NRCA must align with the state of Florida's adopted academic curriculum, specifically the Florida BEST Standards and the Florida Benchmark for Excellent Student Thinking Standards. Further, all instructional materials and methods should align with NRCA's STEM education approach.

Homework Policy:

Homework should be ***differentiated***, a meaningful and relevant activity that reinforces school learning. It should be differentiated and match the student's individual abilities and interests to ensure the facilitation of independent, successful completion.

Homework should be an extension of the activities begun in school by the students under the guidance of their teachers and continued at home. The purpose of work that teachers would like the students to complete at home is to develop study habits in children early in their academic lives and for students to have the opportunity to share their learning with their parents. If a child does not understand their assignment after attempting to complete it at home, parents will send a note to the teacher explaining the issue.

Homework should include varied activities that reinforce the basic skills or extend and enrich concepts learned. Homework should not be utilized to introduce new concepts. Homework assignments should not be punitive in nature or require students to have specific resources such as Internet access.

Assignments should be coordinated among team members so as not to exceed the recommended amount of time devoted to homework. Homework may be given on Fridays and over long breaks; however, common sense should be the guide.

Teachers will provide regular feedback to students and parents regarding assignments. Parents should be notified when a student routinely does not complete homework. Appropriate completion of homework assignments will be reflected in midterm quarterly reports and under the Expected

Behaviors section of the report card. **Homework should not count more than 5%-10% of a student's grade (see above charts for grade levels).**

All Grades Levels: Encourage parents to read each evening with their child for a minimum of 20 minutes. If a parent reports that homework is taking an excessive amount of time, the teacher should have a conference with the parent to discuss their concerns. Amount of homework varies by grade.

6. J. Lesson Plans

Lesson plans are required and must be posted in Plan Book by 4 pm on Friday for the upcoming week. All plans **MUST** include the Florida BEST Standards in every content area. In addition, plans must denote ESOL/ESE/504 strategies along with plans for differentiated instruction.

Emergency Lesson Plans:

All teachers are required to keep five activities already run-off in their substitute folders that are to be turned into Administration for review. All emergency plans must be kept in a substitute folder and stored in your classroom. When a substitute is needed then a printed copy of the lesson plans should be provided.

6. K. Exceptional Student Education

The goal of the exceptional student education program is to provide, within NRCA, equal opportunities for the identification, evaluation, and placement of students needing this service, thus promoting their academic achievement, social awareness, and personal development within the total school community. With regard to the least restrictive environment, NRCA follows an inclusionary approach first and foremost when placing and serving students with exceptionalities.

Employees will have access to their students' 504 plans, IEPs, and EPs and will implement the plans as required in their classrooms. Teachers will be aware and knowledgeable about all students with disabilities in their classrooms and document the accommodations and implement those accommodations appropriately.

When warranted, students are referred to the Child Study Team (CST) at NRCA when teachers, counselors, or administration identify a need for evaluation.

6. L. Multi-Tiered System of Supports-MTSS

NRCA will provide multi-tiered level of supports (MTSS) to students who are performing below grade level. All teachers are required to implement MTSS in their classrooms and identify students in need of MTSS. It is mandatory that any teacher having a student that is not meeting the Florida Standards must generate a **Student Success Plan (SSPs)**. The purpose of a SSP is to identify a student's academic strengths, challenges, and provide recommendations to the parents. All recommendations for improvement must be documented. SSP forms can be found on Data Warehouse.

MTSS represents a systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions. It also may

be used to assist schools in identifying students who may require more intensive instructional services and/or be eligible for an exceptional student education program (TAP 12740, Feb. 2006).

6. M. Scheduling and Administration of Exams

Semester exams shall be administered at the end of every semester in all subjects including electives. The methodology and composition of these exams should reflect the subject area, skills, and knowledge being measured.

6. N. Curriculum/Textbooks/Instructional Materials

Textbooks/instructional items shall be checked out to each teacher during pre-planning. Teachers shall be responsible for all books/instructional items checked out to them and shall see that they have accounted for all instructional items. When issuing textbooks, teachers are to implement the following procedures if textbooks are distributed:

- Assign students the textbooks/instructional materials, documenting this with using a form prepared by administration and record the book number issued. Teachers shall keep accurate record of instructional materials issued and those in inventory.
- Each teacher is responsible for collecting materials from students at the end of the year. The teacher will submit the complete documentation of all materials via the appropriate form allocated by administrative staff.
- If a textbook is lost or damaged, the student shall be required to pay for the book before another one is issued, or must replace it with a book in the same or better condition. The administration will notify parents/guardians about required payments. Collection should never be less than 50% of the purchase price.
- Failure on the part of any parent to pay for a damaged or lost book, shall deprive the student of further issuance of free textbooks. Loss of books due to theft or other circumstances shall not be accepted as an excuse for non-payment. If the book is found and returned, the bookkeeper shall make a refund to the student's parents.

6. O. Showing of Videos/Movies/Television

The purpose of showing videos/movies/television programs is to support instruction related to the curriculum at NRCA and shall align with the Florida Standards.

The following guidelines are in place:

- Any video shown in the classroom must have a clear tie to curricular objectives.
- All videos longer than 15 minutes in duration must be approved by the Principal.
- Any movie used K-5th must be rated G or PG with a parent permission slip.
- Any movie played in 6th - 8th can be rated PG without parent permission.
- Any movie rated PG-13 needs a parent permission slip.
- The Principal's approval is required prior to notice to parents.
- Parents who wish to withhold permission for their students to see movies shall not receive a grade penalty and alternate arrangements must be made for the student.

Note: "Video" include and are not limited to online videos, DVDs, YouTube videos, etc.

6. P. Discipline

All NRCA staff members are charged with the responsibility of maintaining an educationally stimulating and controlled environment within the school. Teachers hold the primary responsibility of maintaining discipline in their classrooms. In this process, teachers shall counsel students and take whatever other measures are necessary to bring about better discipline. Teachers are encouraged to make frequent contact with parents. To assist the faculty in maintaining uniformity in the general conduct of the school, certain regulations have been established which all students are expected to follow. Both the staff and parents are responsible for promoting and reinforcing positive values and behavior at our school. It is important that we, as adults, model the behaviors that we expect from our students and are necessary for maintaining an optimum learning environment.

Proximity and a consistent visible presence will dramatically curb the potential for student misbehavior. Teachers should be in the halls as students move from class to class.

Effective classroom management strategies e.g., rewards and consequences, behavior contracts, parent conferences, and guidance counseling should all be attempted and documented prior to requesting assistance from the administration. **Children may not be placed in corners, yelled at for any reason, *or placed outside the classroom for "time out."* If a student needs to be temporarily removed, please move them to a "Buddy" classroom. If a teacher needs to have a child removed from the classroom for a major infraction, please call the main office for assistance.**

Special area teachers, such as Tech, Art, Music, P.E., and Spanish, should work closely with the classroom teacher in dealing with discipline issues; however, Special area teachers are expected to maintain their own classroom management systems. Students should not be sent back to their classrooms for misbehaving during "Specials."

Discipline can be enforced for any violation occurring on school property, at school-sponsored events, and at NRCA bus stops. The teacher will send students to the main office as a last resort and only after exhausting every strategy coupled with multiple verbal warnings. All teachers must document strategies and interventions attempted if problem situations arise. If a student has or suspected to have violated the Code of Student Conduct, the teacher should contact the administration. The administration shall assist teachers in maintaining classroom discipline and enforcing school rules and regulations. All discipline shall be in accordance with the Collier County Code of Conduct.

6. Q. Activities on Campus and Classroom Parties

All activities that occur on school campus or school-related trips off campus must be approved in advance by the Principal or with ample notice given.

Any classroom parties, or any other parties on campus, **MUST** be approved by administration. Soda **may not** be served in the school at any time - only water, milk, or fruit juices are acceptable drinks. Approved parties must take place **ONLY** during the last thirty minutes of the school day, as per Federal Lunch Program guidelines. Any snacks brought to school from home should be healthy and purchased from a store. Any snack purchased for a party must come in with a student

or left at the front desk. NO PARTY DECORATIONS PERMITTED.

6. R. Extracurricular Activities

Extracurricular events are an important part of the learning experience. NRCA will have many special events for the students and school community as a whole throughout the school year. Faculty is required to attend student-centered events during the standard school day and may be required to attend certain after school events. All staff members are strongly encouraged to attend athletic events, performances, and art shows featuring the students and their work.

There will also be a number of fundraising events throughout the year. Though school personnel are not required to give, staff member attendance is very important to all of these events, as it shows that the school staff support the School's mission.

6. S. Clubs

Clubs and organizations can provide learning experiences that broaden the cultural horizon of students, supplement the formal curriculum by increasing knowledge and skills, introduce participation in vocational and technical education programs, afford constructive use of leisure time, provide services to the school and community, and promote and recognize students' academic achievements and accomplishments. The National Elementary Honor Society, National Junior Honor Society, Student Government, Girls on the Run, and Yearbook Club are currently scheduled for this year. Students can join any club that is offered. Research clearly suggests that involvement in clubs and activities is beneficial for most students. Additional clubs can be added, contingent upon student interest, coupled with securing a faculty sponsor and parent support. Permission forms must be completed and signed by a parent or guardian prior to a child participating in any club or activity. Said form must clearly state the rationale for the club, its rules, policies, and procedures.

Any teacher sponsoring a club, activity, or sport will provide the front desk with the days, times, names of students participating, and what location the activity will take place, PRIOR to the start of each session.

Additionally, the front desk will be notified immediately of any changes and staff will be required to notify the parents. Do not wait until the last minute as it is not the responsibility of the office staff to make each individual call.

6. T. Field Trips

The NRCA Board believes that field trips, both in and out of the county, can be an integral part of the learning process in many areas of education. For purposes of this policy, a field trip shall be defined as an approved trip away from a school site. All teachers need to fill out the appropriate field trip forms. The forms need to be turned into the office staff for financial input before coming to the Administration. All field trips must be approved by the Principal.

The cafeteria needs a **three-week lead-time** for ordering bagged lunches, or, to process a "no lunch," request.

Field Trip Policy:

Field trips may only be requested for educational purposes that are aligned to the Florida Standards and the school's vision and mission. Please fill out the appropriate Field Trip form and follow all pertinent procedures that are required for requesting a field trip at least one month in advance of said educational experience.

Field Trip Procedures:

- All proposed field trips must be first reviewed and approved by the administration one month in advance.
- Lunch orders must be submitted and approved by the dining room manager at least 3 weeks prior to the date of the field trip.
- Any information intended for parents and students on an approved field trip must be reviewed by the Administration, before distributing to parents.
- An Authorization for Trip Form, signed by the parent, must be on file at the school for each K-6 student for them to make the trip. Medical/Emergency information on each child must be in the possession of the Teacher-in-Charge of said trip.
- Make provisions for proper supervision. Parents, with district clearance, may be permitted to assist in said supervision. One adult per ten (10) children is recommended.

Note: A student may be denied the privilege of participating in field trips, social and/or extracurricular activities if said student has been disruptive, violated the Student Code of Conduct or failed to conform to school rules and regulations. The final decision on whether the student may participate shall be made by the Administration with documentation and input from the faculty and staff. If the student remains on campus during an assigned field trip, the teacher is responsible for making arrangements for said student who is remaining at school in another classroom. The teacher is also responsible for providing work for this student. **A portion of that work should concentrate on any Florida Standards that will be focused on during the field trip that they are missing.**

Section 7: Expectations

7. A.Certifications

All teachers are required to be certified and/or endorsed within all content areas the instructor is teaching within the stated time of employment and to complete the requirements necessary for certification or endorsement in Florida. Reappointment is in part dependent on fulfillment of all certification and endorsement requirements should the employee not already be in possession of the certification or endorsement. Each teacher should have an ESOL and ESE endorsement to be able to reapply for certification, or considered in compliance. A reading endorsement is strongly encouraged by FORZA, and now necessary to be in compliance with the FLDOE when teaching at risk students in reading. Failure to maintain the necessary certifications and/or endorsements may result in NRCA taking adverse action against the teacher, up to and including termination.

7. B. Professional Development and Evaluation

7. B.1 Professional Development, Courses and Membership

Professional Development is offered "in house," however, teachers may also register for any Manatee County Professional Development offered. For additional information and classes offered, please review the Manatee County web page. Attendance in professional development classes/courses offered at NRCA are mandatory and can be used for professional re-certification.

Where it can be demonstrated that NRCA will benefit from an employee's participation in an educational program or professional organization (in the Principal's sole discretion), a portion or all of the related expenses may be paid by NRCA. Requests for payment of expenses related to professional development be approved in advance by the Principal.

7. B. 2. Completing an Individual Professional Development Plan

Employees may be required to create a professional development plan. The purpose of a professional development plan is to identify specific learning goals and provide a structure for professional growth. Individual Professional Development plans provide tools necessary to guide employees through a continuous lifelong learning process. This process is based upon the individual employee's needs and the needs of the students as set by the school improvement plan and through data analysis by the employee to determine student needs. It is designed so that the lifelong learning component is aligned to ultimately improve student achievement.

7. B.3. Performance Evaluations

All employees will receive, at minimum, two formal evaluations each school year, one in September/October and one in April/May. Teachers and staff are reviewed by the administration, Governing Board Members, or FORZA Education Management, using the Danielson Teacher and Support Staff Evaluation Model. The purpose of these reviews is to have clear and open communication between staff and administration and enhance the

overall teaching experience. After meeting with the teacher to discuss the evaluation, a signed copy of the evaluation will be given to each teacher.

7. C. Professionalism

The students and parents are NRCA' most valued asset. All employees of NRCA are representatives and ambassadors for our organization and it is expected that all staff are respectful, courteous, and prompt in the attention given to the students and parents. Positive relations not only enhance the public's perception of NRCA, moreover may pay-off in increased grants, donations, or gifts-in-kind to the school.

7. D. Standards of Conduct

NRCA expects that all employees will conduct themselves in a professional and ethical manner. All NRCA employees shall abide by the Principles of Professional Conduct for the Education Profession in Florida. Employees that suspect or have knowledge of a violation of NRCA policies or unethical behavior should report such behavior or actions to the principal. The following are some examples of types of conduct that are prohibited by NRCA, though this is not an exhaustive list:

1. Dishonesty of any form.
2. Disrespectful actions or words directed towards NRCA students, employees, parents/guardians, or any other individuals.
3. Theft or misappropriation of property belonging to NRCA or another individual.
4. Neglect, misuse or unauthorized use of NRCA's funds, equipment, vehicles, or property.
5. Fighting, arguing or disorderly conduct.
6. Leaving NRCA's campus during work hours without permission to do so.
7. Tardiness or excessive absenteeism.
8. Use of obscene, vulgar, or threatening language.
9. Harassment, bullying, or threatening conduct towards any individual.
10. Excessive use of work time for personal matters.
11. Insubordination or failure to follow directions.
12. Possession of, consumption of, or being under the influence of alcoholic beverages while on NRCA's premises, including the parking lot; while conducting school business; or during an employee's meal break.
13. Illegal use, manufacture, distribution, sale, or possession of illegal drugs or un-prescribed controlled substances, or the dispensing of drugs without a proper prescription.
14. The presence of illegal drugs in your system.
15. Being convicted of, pleading guilty to, or pleading no contest to a crime, or any conduct that damages the reputation of NRCA or makes you unfit for further employment.
16. Willful disregard of safety rules and procedures. Failure to use safety equipment or tampering with safety devices.
17. Engaging in inappropriate discussion, relations, or conduct with any student.
18. Solicitation or acceptance of any gift or bribe.
19. Disclosing confidential information, including confidential student information.

20. Any other conduct deemed by NRCA to be inappropriate, unethical, or contrary to NRCA's morals and values.

Employees who fail to have appropriate relations with all stakeholders will be subject to disciplinary action, up to and including termination.

NRCA will comply with all applicable laws and regulations and requires its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws, statutes, ordinances, and regulations coupled with refraining from any illegal, dishonest, or unethical conduct.

7. E. Confidentiality

To ensure confidentiality and protection of individual rights of privacy for children, families, and employees of NRCA, the Confidentiality Policy has been adopted in accordance with all applicable laws. It is an employee's responsibility to maintain confidentiality regarding information learned about children, their parents/guardians, families, and other employees may not be divulged to anyone other than persons who are authorized to receive such information. If confidentiality is breached there may be job related consequences, as well as the potential for civil liability against the individual employee and NRCA. Information and documents considered confidential include, but are not limited to medical records, educational records, special needs records, family records, financial records, and any other private information about the children or their families. All requests for release of information shall be directed to the NRCA office. Information will only be released to persons outside of NRCA with the expressed written consent of the child's parent or legal guardian. This policy extends to both internal and external disclosure of information.

7. F. Attire & Appearance

NRCA has a professional dress environment. All employees are expected to maintain good hygiene and dress in a manner that is respectful to the profession and appropriate.

An employee shall comply with the following principles in choosing work apparel:

- Maintain a neat and clean appearance, keeping dress modest and conservative.
- Maintain a business/professional appearance and dress in a manner consistent with work responsibilities.
- Male faculty members are required to wear a dress shirt (long or short sleeve, a tie is optional) or a professional style polo type shirt or the school polo shirt and Docker style or dress slacks. (No cargo style pants.)
- Female faculty may wear appropriate length dresses, appropriate length skirts, capris or slacks with a blouse, the school polo shirt or sweater. The blouse or top should never be too tight, too low or revealing, reveal any midriff or undergarments, at any time and in any position of stance. (No strapless or tank tops. Appropriate length is 2 inches above the knee.)
- Beach style flip flops, shorts, jeans, warm-up suits, revealing clothing, clothing with rips/holes/tears, hats and t-shirts are not appropriate and shall not be permitted. Yoga style/Athletic style pants are not permitted unless teaching PE. (Participation in spirit days will be approved by the Principal and some exceptions are made to the employee

professional dress code.)

- Jeans and tennis shoes, accompanied by a NRCA spirit shirt, college shirt or polo may only be worn on Spirit Fridays or approved Spirit Days.
- Employees whose work requires that they perform physical activity may wear appropriate casual attire. Tennis shoes are acceptable in this situation.
- Hair should be clean and neatly groomed. The color and style of hair should not be a distraction to the learning environment.
- Visible tattoos that are religious, political, sexual, or offensive must be covered or concealed while on campus or representing NRCA off campus.
- All administrators and administrative support staff shall abide by the above policy with no exceptions.

Any employee who the Principal or Principal's designee finds in violation of said dress policy shall be sent home to change into appropriate attire. The affected employee shall be docked PTO during the time of absence from his or her duties.

7. G. Political Activity

NRCA's employees are encouraged to engage in political activities. However, such activity, like any other personal, nonofficial undertaking, must be done on the individual's own time and should not interfere with NRCA's duties. While employees are free to express their political beliefs outside of the work environment, employees should not push their own political views on students or other staff members.

7. H. Phone, Copiers & Technology Use

Cell phones should not be used for any personal reasons during class time unless in an emergency. Cell phones should be put away and on silent mode during class and on silent mode during all meetings, conferences, workshops, professional development events, or other work activities.

Employees should only use NRCA computers, technology, and computer systems for work-related purposes only. Further, employees are prohibited from accessing obscene, illegal, or inappropriate content. The failure to abide by this policy may result in disciplinary action, including termination.

Students must always be supervised when using the Internet. Only education-based websites are allowed, all other sites are prohibited. Teachers are responsible for monitoring students' Internet access at all times. Students will be assigned to a computer and teachers will maintain said list.

Copy Machine:

Teachers are responsible for replenishing paper in the copier and notifying the main office when there is a mechanical issue and/or when toner or other needed supplies are low. **Teachers are NOT to attempt toner changes or machine repairs.**

7. I Social Media Use

Employees are prohibited from making any posts on social media networks (to include social media networks, blogs, chat rooms, online forums, or message boards) or elsewhere on the internet

that would bring disrepute to NRCA, its staff, or its students. An employee may be terminated at any time for inappropriate content that is posted by the employee on any social networking site, including on the employee's personal social media pages.

7. J. Intimate Relationships

NRCA promotes an atmosphere of professionalism based on mutual trust and respect. Employees are strictly prohibited from carrying on any type of intimate or sexual relationship with a student. Further, employees are prohibited from engaging in intimate or sexual relationships with another employee, especially where such relationship involves an employee with supervisory authority over the other.

7. K. Personal Property and Valuables

If the employee brings personal equipment, furniture, or other items to be used in the classroom, office or area, the school will not be responsible for any loss, theft or damage to said items. Employees should not bring large sums of money, jewelry, or other valuables to work. NRCA will not be responsible for personal property that is lost, damaged, stolen, or destroyed.

7. L. School Property

Teachers and staff are responsible for all school property assigned to them. Staff members are prohibited from using tools, equipment, or other NRCA property for their private use. If it becomes necessary for a teacher to take home school equipment for school purposes, the staff member must sign out the equipment through the front office. All equipment and furniture purchased by NRCA is the sole property of NRCA. All state and federal law and regulations apply.

Staff members are prohibited from loaning NRCA property to anyone outside of the organization. In addition, NRCA shall not be responsible for items borrowed by a staff member from a student, a parent, or anyone else. If a staff member borrows anything from anyone for use in school activities, the staff member must be personally responsible for the article.

It is important that the Board, Principal, and authorized staff have access at all times to NRCA property, as well as other records, documents, and files. As a result, NRCA reserves the right to access and search teacher classrooms, workstations, filing cabinets, desks, and any other school property at its discretion, with or without advance notice or consent. All NRCA property must be returned by employees on or before their last day of work. Where permitted by applicable laws, NRCA may withhold from the employee's check or final paycheck the cost of any items that are not returned when required or for the cost of any items that are badly damaged upon return. NRCA may also take all action deemed appropriate to recover, replace, or protect its property.

7. M. Mail

Incoming mail addressed to staff members, bulletins and notes from the school office and individuals are considered school mail. This type of mail is handled by the front office. A staff member should not send a student to place mail in the boxes or to remove it unless a signed note is sent with the student to the front office. This regulation is made to prevent confidential mail from falling into the hands of students and to prevent errors in mailing by students not familiar

with the mailing system.

7. N. Parking

Employees park at their own risk. NRCA will not be responsible for theft or damage to any vehicles parked on NRCA property. NRCA will not be responsible for personal property left in vehicles that is lost, damaged, stolen, or destroyed. Each employee shall park in the employee designated parking area.

7. O. Fundraisers

The Principal or designee must approve all fundraising, both internal and external. Approved fundraisers must involve the local community and/or show support of local nonprofits and causes. An employee overseeing a fundraiser must handle all money with the utmost carry. Collected monies should be turned into the front office on a daily basis and properly accounted for. The employee will be liable for any lost or stolen monies.

7. P. Special Assignments/Duties

Faculty and staff will be required to share responsibilities which will benefit the whole school but not necessarily their specific class. Employees may be assigned additional duties, such as lunch or hall duty. Because a school provides growth opportunities for its students, teachers at NRCA are encouraged to sponsor a student club or organization.

7. Q. Supervision

The foremost responsibility of any faculty or staff member of NRCA is the appropriate and constant supervision of all children assigned to their care. Faculty and staff are required to ALWAYS comply with ratio requirements as outlined by the Licensing Authority and all other Licensing regulations related to the appropriate supervision of children. NO CHILD OR GROUP OF CHILDREN IS TO BE LEFT UNATTENDED AT ANY TIME, FOR ANY LENGTH OF TIME. Failure to always maintain appropriate supervision, will result in disciplinary action up to and including termination. Failure to appropriately supervise a child or group of children is cause for disciplinary action up to and including immediate termination.

7. Q.1. Playground/Recess Rules

Elementary grade teachers should have 30 minutes of recess daily.

ONLY ONE GRADE LEVEL AT A TIME MAY USE THE PLAY GROUND.

It is the teacher's responsibility to enforce the following rules and ensure the safety of the class:

- Slide down the sliding board, seated correctly, facing front, and one at a time!
- Climb up the slide ladder NOT the slide.
- No throwing of sand, rocks, or tire mulch.
- Keep your hands to yourself.

THE TEACHERS SHOULD MONITOR THE ACTIVITY FROM OPPOSITE ENDS OF THE PLAYGROUND TO ASSURE MAXIMUM COVERAGE.

7. Q. 2. Lunch and Cafeteria Procedures

Employees may not use lunchtime as time worked beyond their regular paid work hours or as compensatory time without prior approval from Administration.

The NRCA meal prices will be $3.50 for lunch and $2.00 for breakfast for all students this school year according to the state of FL. Teachers must check the lunch schedule for the exact times that their students should arrive at the cafeteria and when the students need to be picked up. Lunchtimes may be adjusted for special events. However, on regular days, the scheduled lunchtime must be strictly adhered to. For the first month of school, the teacher is required to wait with the students who are receiving hot lunch and monitor them while they are being served. The lunch duty calendar will specify when each teacher is expected to be in the cafeteria for their turn for lunch duty.

The cafeteria rules are posted in varying locations in the cafeteria and all students are expected to follow them.

The students must:

1. Enter and exit the cafeteria in a line that is quiet and orderly.
2. Stand in a single file line while waiting for food.
3. Sit in assigned area.
4. Not exchange food items.
5. Use a quiet, indoor voice.
6. Show good manners, courtesy, and consideration of other students and adults in the cafeteria.
7. **Always follow instructions of the cafeteria monitors or other adults.**
8. Not leave the cafeteria during the lunch period without a written pass.
9. Not remove food and beverages from the designated eating areas.
10. LEAVE THE TABLE AND FLOOR CLEAN! Each student is required to dispose of trash from his/her table in the containers provided for trash when instructed to do so by monitors.
11. NRCA participates in the Federal Lunch Program and the school must follow its guidelines. **Students are not permitted to exchange food!** No child should ever be forced to eat, but each student is required to take everything being offered. Encourage children to sample new foods.

Food should never be withheld as a punishment. Carbonated and sugary drinks, candy, and glass containers should not be part of a student's lunch. Teachers are not to spend their lunch period with students or parents in their classroom unless it has been pre-approved by the administration.

7. R. Accidents

Student Accidents:

Any student injured at school should be sent or brought to the office as soon as possible and the parents will be contacted by office personnel. If the student is incapacitated, unconscious, etc., call 911 and then contact the office. A student incident/accident report **must** be completed by the teacher at the time of the accident and submitted to the office **immediately**.
Incident/Accident reports can be found by the teacher mailboxes. Please carefully monitor all student activities to ensure student safety. We have a "NO RUNNING POLICY" at NRCA that should be reinforced daily in the classroom as one of the school-wide procedures of "WALKING QUIETLY" through the hallways.

7. S. Classroom Décor, Furniture & Equipment

Teachers should strive to make their classroom well-decorated and organized. Posters, bulletins, and students' work shall be displayed in a manner that shall not mar/damage the paint, the walls, blinds, doors, door frames or windows within the building. Employees are prohibited from covering windows. Student classrooms shall be visible through the windows.

Each classroom, office, and the cafeteria will have a Crisis Emergency Management Plan and Evacuation Map. If a Crisis Emergency Management Plan or Evacuation Map is damaged or missing, notify the front office immediately.

NRCA makes every effort to keep buildings in good repair and neat in appearance; therefore, each teacher is responsible for the neatness and cleanliness of buildings and particularly his or her classroom. Every effort should be made to protect and conserve all school equipment, and repairs should be reported immediately. Inefficiency on the part of the custodial staff should be reported to the appropriate administrator.

1. Each teacher should have the following posted in their classroom:
    - Daily schedule
    - Fire drill map
    - Class rules
    - Consequences for not following the rules
    - Rewards for following the rules.
    - Essential Ideas/Question for the day's lessons coupled with objectives of what is to be achieved.
2. **Radios MUST be taken to the playground in case of emergencies.**
3. **Teachers and staff should check their mailboxes in the School Lobby, two times per day**. Teachers should also be checking their email at least twice a day.
4. The Teacher Work Room is for **Employees only**. At no time may students enter this room unless accompanied by an adult or delivering an attendance folder. Students are not permitted to eat lunch in this room or make copies for teachers. **Students may not check the staff mailboxes.**
5. **Keep doorways clear**. There must be a minimum of three (3) feet clearance at the doorways to satisfy fire codes. Please keep this in mind when arranging furniture in the

classroom. Moreover, it is prudent to conduct periodic safety spot checks of the classroom. Immediately report any safety hazards discovered in the classroom or ANYWHERE on school grounds to the Main Office.

6. Classroom bulletin boards should reflect the children's work and must be changed **monthly.**
7. Teachers and staff are expected to adhere to all rules set forth by North River Charter Academy.
8. The Employee will **enthusiastically** attend and participate in, before, and after school, **Team Meetings, Professional Development, Tutoring, etc.,** and shall perform any additional duties as assigned by the Administration, FORZA Education Management, and/or NRCA Board of Directors.
9. All NRCA employees will be issued an identification badge. Every NRCA employee shall be required to properly display a NRCA issued identification badge while at work.

Section 8: Student Health

8. A. Student Health Problems

When a student becomes ill at school, every effort shall be made to notify parents or guardians. NRCA shall have a current emergency telephone number on file in the school office so parents may be reached at any time during the day.

Students should be sent to the office if they are having a medical emergency. Due to limited resources, students will not be able to "rest" in the office and then return to the school day. Aside from medical emergencies, students should be sent to office if they are deemed too sick to be in school.

Symptoms include:

- Fever above 100.4F
- Vomiting/Diarrhea (witnessed)
- Head Lice/Viral Rash

Students should remain in class if they have a cold with no fever. **Calls to send students home will occur in the office and should never be made by the teacher via email, text message, or classroom phone.**

8. B. Medications

Under Florida law, prescribed medication may be given to students ONLY by school personnel designated by the Principal and trained by the health assistant. The parent or guardian must give prior written approval, using the provided form, to the school to give the medication. The parent or guardian shall deliver to the school the medication in the original dispensed container with the child's name and directions clearly displayed. Nonprescription medications can only be given when accompanied by written orders from a physician. All student requests for medication should be referred to the Principal and/or health assistant. Students shall not consume or carry over the counter medications. This includes cough drops and headache medication.

8. C. Lotion and Sunscreen

Teachers may not apply any product to a student, including lotion and sunscreen.

8. D. Reporting Child Abuse

Florida Statute requires all employees and agents of the school board or charter school have an affirmative duty to report all actual or suspected cases of child abuse, abandonment, or neglect. Teachers and staff are protected by Florida Law against a lawsuit from parents for reporting any suspected abuse. If a teacher or staff member suspects a possible case of child abuse, they should report it to Family Services **(1-800-96ABUSE)** with an administrator as a witness. If there is a report of child abuse, the employee shall contact an administrator and call the Child Abuse Hotline. Teachers must document procedures, including any information presented by the child. Teachers and Staff may remain anonymous when making the initial report.

Section 9: Safety

9. A. Visitors in the Workplace

To provide for the safety and security of employees, students and the facilities at NRCA, only authorized visitors are allowed in the workplace. All visitors MUST check in with the office with a valid ID and receive a visitor's sticker or pass. If a teacher is expecting a visitor, the teacher will notify the office ahead of time, to avoid the disruption of the educational process be conducted in said teacher's room by announcing the visitor's arrival. If a visitor comes to your classroom without a nametag or pass, please contact the Administration and send them to the office immediately.

No parents are permitted to visit the classrooms at any time, without first securing permission from the teacher and approval from the Administration. If the visitor will be working with students, away from NRCA staff, they must have approved Level Two Clearance; this includes field trips.

Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee and student welfare, and avoids potential distractions and disturbances.

Persons on campus without permission from the school administrative staff may be arrested for trespassing.

9. B. Volunteers and the Jessica Lunsford Act

The Jessica Lunsford Act went into effect on September 1, 2005, requiring a Level 2 screening (fingerprinting and FBI background check) of any non-instructional school district personnel or contracted personnel who are permitted access to, or on school grounds when students are present, as well as those who have direct contact with students or who have access to, or control school funds. This includes parents. The term, "Contractual Personnel," has been defined as any vendor, individual, or entity under contract with the school board.

9. C. Emergency Crisis Plan and Safety Codes

An emergency crisis plan will be kept in each classroom or office space near the doorway. It will be clearly marked and easily accessible to all personnel. Prior to the start of the school year the plan will be fully reviewed. At the beginning of the school year the Crisis Management Plan will be reviewed with the faculty, staff, and student body. We will conduct the required fire emergency drills, two within the first thirty days of school and one each month until the end of the year. We will also conduct a severe weather drill annually as well as any other required drills, including active assailant drills. We will make every effort to assure the safety and well-being of our entire school population.

9. C.1. Crisis Management Safety Codes

When NRCA responds with emergency measures, its sole priority is to keep all students, faculty and staff safe. Teachers and Substitute teachers must be cognizant of and prepared to follow and expedite all emergency procedures.

Oftentimes, in cases of potentially serious school safety threats, students, faculty and staff remain in the building under a lockdown even after the school day has ended. These measures are often frustrating for parents who want to remove their children from the school during a threat. The parents of NRCA need to appreciate that the school must protect itself from all potential incoming individuals-even if the incoming individuals are parents.

9. D. Fire Alarm Procedure

In the event of a fire alarm:

- Everyone is required to leave the room and building. The number one responsibility of the teacher is to get the students out safely and away from the building.
- Speed is subordinate to order and control.
- The first one to the door should open the door and hold it for the others.
- There should be no running, pushing, or shoving.
- Students are to remain silent during the entire drill procedure.
- Teachers should check to see that all children are out of the room and close the door.
- Students should go to a predetermined place on the grounds.
- Student rosters should be taken so that every student will be accounted for. Take attendance once all students have reached the safe gathering place. Report any absences immediately to administrative staff.
- Children who are in the bathroom at the time of a fire drill should go to the nearest group of students, report to the teacher or staff member, and be advised when it is safe to report to the student's own class.
- A fire drill evacuation route diagram must be posted on the wall near the doorway in the room.

North River Charter Academy's Facility Coordinator is the primary staff member who monitors, oversees and is accountable for compliance issues.

9. E. Universal Precautions

Blood-borne Pathogens

Universal Precautions are the steps taken to reduce the spread of blood-borne diseases from one person to another. It is very important that these steps be fulfilled within the school to protect children, staff members, vendors, visitors, and others who have contact with the facility.

1. It is a requirement to wear vinyl or latex gloves when touching body fluid.
2. Wash hands before and after all emergency procedures. If skin comes in contact with body fluid, wash the affected area immediately with soap and water.

3. If your skin comes in contact with body fluids, report the incident at once to a school administrator or immediate supervisor. Not all reported situations will be automatically considered “exposure incidents.” Each situation will be handled on an individual basis, including the determination by OSHA standards whether the Hepatitis B vaccine will be offered.
4. Never recap, bend, or break needles. Dispose of needles in red sharps containers.

The Exposure Control Manual is in the main office of the building. If you have any questions about the prevention of the spread of blood-borne pathogens, speak with a school administrator.

Section 10: Discrimination, Harassment & Bullying

10. A. Discrimination, Harassment, & Bullying

It is the policy of NRCA that all of its students and school employees have an educational setting that is safe, secure, and free from harassment and bullying of any kind. Discrimination, harassment, and bullying, including cyberbullying, are strictly prohibited by NRCA. NRCA strongly encourages individuals who believe they are being discriminated, harassed, or bullied to promptly notify the offender that his or her behavior is unwelcome. Notifying the offender, however, is not a required first step. If, for any reason, an individual does not wish to confront the offender directly, such a confrontation does not successfully end the harassment, or if the offender retaliates against the individual, the individual is encouraged, within sixty (60) days of the alleged incident, to notify either the Principal, a Board member, or any administrator with whom the individual feels comfortable discussing the matter. Students may also report such conduct to any teacher that they feel comfortable discussing the matter with.

Any NRCA staff member who becomes aware of any discrimination or harassment, or who has reason to believe discrimination or harassment is taking place, must immediately report the conduct to the appropriate person. All complaints should be forwarded to the Principal, or, if the complaint concerns the Principal, the complaints should be forwarded to any Board Member. Those employees in a supervisory role have a special duty to report discrimination or harassment even if it involves someone outside their area of responsibility.

10. A. 1. Harassment

The school will not tolerate harassment of any kind at any of its sites or activities. Personnel, at all levels, are responsible for taking corrective action to prevent harassment. Allegations of harassment will be promptly investigated, giving due regard to the need for confidentiality.

State and federal law specifically prohibit harassment. Instances of harassment may result in both civil and criminal liability on the part of the individual harasser as well as the school board.

Harassment is when a person continually teases, annoys, threatens or insults another person in either a verbal, physical or written manner. Harassment occurs when a person subjects another person to any unwelcome conduct because of sex, race, origin, religion, etc., on school property or at a school-sponsored event.

Sexual harassment is when a person bothers another person using sexual words, pictures, gestures, or conduct that the other person would find offensive. Sexual harassment can also occur when a person is forced by his or her location or situation to see or overhear sexual comments, gestures, or conduct that he or she finds offensive. Sexual harassment includes but is not limited to the following: verbal harassment or abuse of a sexual nature; subtle pressure for sexual activity; repeated remarks to a person with sexual or demeaning implication (for example, a person's body, clothes or sexual involvement, display of sexually suggestive objects, pictures or written materials) and discrimination against

students or employees because of real or perceived sexual orientation/gender identity or expression thereof. Harassment does not refer to occasional compliments or welcomed interactions of a socially acceptable nature.

While more cases of males harassing females have been reported thus far in the United States than any other type, it is quite possible for males to harass other males or for females to harass males or other females.

Unwanted and Unwelcome Harassment

Sexual comments, jokes or gestures; suggestive comments; being "sexually rated" by an individual, for example, on a scale from 1 to 10; being pressured to go out with someone; being the recipient of whistles, jeers, or catcalls; being touched, grabbed, or pinched in a sexual way; being intentionally brushed up against in a sexual way; spreading sexual rumors about a person; having clothing pulled in a sexual way; being shown, given, or left sexual pictures, photographs, illustrations, messages or notes; being forced (because of their location) to view centerfolds, photographs, posters, or drawings of a sexual nature; having ones way blocked in a sexual way.; others placing messages or graffiti written about that person on a computer screen, bathroom walls, in locker rooms, or any other public site; being forced to kiss someone; being forced to do something sexual other than kissing; being called gay, lesbian, or any other term that denigrates sexual identity; having clothing pulled off or down; being spied on while dressing; requesting sexual favors; continually teases, annoys, threatens or insults another person in either a verbal, physical or written manner; teasing annoying, threatening and insulting.

Confidentiality must be maintained as much as possible during any harassment investigation. Confidentiality is maintained when the identity of the people involved or the circumstances surrounding the incident are kept private. For example, you do not maintain confidentiality if you tell your friends that John Doe or Jane Doe harassed you.

Information relative to the prevention and correction of harassment shall be provided in writing to personnel and students. Persons who engage in such conduct shall be subject to a range of punishment. Proven allegations of harassment can have serious consequences for the party deemed guilty, including but not limited to the following:

1. The range of punishment for a party found guilty of harassment could include verbal and written reprimand, out-of-school suspension, change of placement, and/o expulsion.
2. If the party deemed guilty is a school employee, the range of punishment could include written reprimand, suspension without pay, and/or termination.

10. A. 2. Bullying

Bullying is a repeated form of aggression and occurs when a person(s) who perceives a power imbalance, willfully subjects another person (victim), whoever he/she may be, to intentional, unwanted and unprovoked hurtful verbal and/or physical action(s) which result(s) in the victim feeling oppressed (stress, injury, discomfort) at any school site,

NRCA bus stop, or school sponsored activity or event.

Bullying may also occur as various repeated forms of hazing, including initiation rites perpetrated against a new student or a new member of a team. Students who engage in such conduct shall be subject to a range of punishments to include verbal or written reprimand, out-of- school suspension, or change of placement and/or expulsion.

Examples of Bullying:

1. **Physical Bullying** - punching, shoving, poking, strangling, hair-pulling, beating, biting and excessive tickling.
2. **Verbal Bullying** - hurtful name-calling, teasing and gossip.
3. **Emotional (psychological) Bullying** - rejecting, terrorizing, extorting, defaming, humiliating, blackmailing, rating/ranking of personal characteristics such as race, disability, ethnicity, or perceived sexual orientation, manipulating friendships, isolating, ostracizing and peer pressure.
4. **Sexual Bullying** - many of the actions listed above as well as exhibitionism, voyeurism, sexual propositioning, sexual harassment and abuse involving actual physical contact and sexual assault. In many cases, gender and cross-gender sexual harassment may also qualify as **bullying.**
5. **Cyber-bullying** - the use of information and communication technologies such as email, cell phone, and pager text messages, instant messaging (IM), FACEBOOK, defamatory personal web sites, and defamatory online personal pooling web sites, to support deliberate, repeated, and hostile behavior by an individual or group, that is intended to threaten or harm others, or which substantially disrupts or interferes with the operation of a school or an individual student's ability to receive an education. It is quite possible for bullying to occur in many different types of interpersonal relationships in a school setting such as manipulating friendships, obstructing classmates and spreading malicious rumors.

Bullying may be limited to a single incident. However, in most cases, the **bullying** is characterized by repeated harmful actions on the part of the bully. Personnel at all levels are responsible for taking corrective action to prevent **bullying.**

Retaliation is defined in the dictionary as meaning "to pay back (an injury) in kind." When a person is accused of having engaged in an inappropriate fashion, especially **bullying**, the common reaction of that person is to be angry and want to pay the "victim" back (retaliate).] Retaliation must **not occur and will not be tolerated. Bullying will not be tolerated and will lead to possible suspension, expulsion** and or transfer from NRCA.

10. C. Investigatory Process

NRCA will complete a thorough and impartial investigation of any complaint of discrimination or harassment within twenty (20) days of receipt of the complaint. The investigation will be conducted by the Principal or his or her designee, or, if the complaint is against the Principal, by the Board or the Board's designee. The investigation may include individual interviews with the complaining employee, the offender involved and, where necessary, with individuals who may

have observed the alleged conduct or may have relevant knowledge. The complaint and investigation will be handled with sensitivity and, to the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the investigatory process. The findings from the investigation must be detailed in a written report.

Decision:

Within ten (10) days following the conclusion of the investigation, either the Principal or the Board, depending on which party conducted the investigation, will issue a written decision on the matter. The complainant and the person alleged to have committed the conduct must promptly be informed of the decision. The decision of the Principal or Board shall be final.

Protection Against Retaliation:

NRCA will not tolerate retaliation against an individual for reporting discrimination or harassment or assisting in providing information relevant to a claim of sexual or any other harassment. Retaliation is a serious violation of this policy and will be treated with the same strict discipline as would the harassment itself. Acts of retaliation should be reported immediately in accordance with these procedures and will be promptly investigated.

Responsive Action:

Misconduct constituting discrimination or harassment will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and disciplinary actions such as warnings, reprimands, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, compensation adjustments, or termination, as NRCA may believe is appropriate under the circumstances. Students who are found to have engaged in discriminatory or harassing conduct will be disciplined in accordance with NRCA's Code of Conduct. Any conduct that is deemed criminal will be reported to the appropriate law enforcement agency.

10. D. Corrective Action

NRCA makes every effort to ensure that employees are treated fairly. Our interest is not to punish, but rather to correct the situation. Accordingly, when an employee violates the terms of his or her employment or fails to adequately perform his or her duties, NRCA may use a three-part corrective action procedure designed to offer the employee a reasonable opportunity to improve the situation.

The progressive three-part corrective action is as follows:

- Verbal warning (with documentation)
- Letter of reprimand and/or probation
- Suspension or termination will follow, as deemed necessary

Nothing in this Handbook prevents NRCA from immediately terminating an employee should it choose to do so.

10. E. Reporting Misconduct

Possible penalties for instructional personnel or site administrators who fail to report misconduct may include:

- Written Reprimand
- Suspension with or without pay
- Termination of employment
- Discipline/Sanctions on an educator's certificate

Call or Report it online at: https://reportabuse.dcf.state.fl.us/

- Call 1-800-962-2873
- Use 711 for Florida Relay Services
- Fax your report to 1-800-914-0004

10. F. Student Bathroom and Lockeroom Use

It is the policy of the School that all students, faculty, personnel, and guests of the School will use bathrooms, locker rooms, and dressing rooms that correspond with the individual's biological sex at birth. This means individuals whose designated sex at birth was male will be required to use those bathrooms, locker rooms, and dressing rooms designated for men, and individuals whose designated sex at birth was female will be required to use those bathrooms, locker rooms, and dressing rooms designated for women. Individuals may also use single occupancy bathrooms that are gender neutral. Students are not permitted to utilize bathrooms that are designated exclusively for the school faculty. In enforcing this policy, school personnel may reasonably rely upon representations made or documentation provided by the parent or guardian at initial enrollment, or such other records available to the administration. In the event of any inconsistency in the student's records, the administration reserves the right to request additional documentation from the parent or guardian to verify the student's biological sex at birth. This policy shall at all times be construed in accordance with state and federal law.

In carrying out this policy, school personnel are required to maintain the privacy of all educational records as set forth in Section 1012.22, Florida Statutes, and to respect the privacy interests of all students and parents.

ACKNOWLEDGMENT AND DISCLAIMER:

I acknowledge receipt of the 2022-2023 North River Charter Academy Employee Handbook ("Handbook"). I further acknowledge that this Handbook supersedes all prior oral or written statements by North River Charter Academy concerning its employment policies, guidelines, and benefits, except for those prior statements contained in my employment contract, if applicable. I understand that:

My employment with North River Charter Academy is governed by the policies described in this Handbook, and it is my responsibility to familiarize myself with and abide by all information it contains.

This Handbook does not constitute a contract of employment, nor does it supersede my employment contract, if applicable. The policies and benefits described herein are presented as a matter of information only and are not intended to confer, nor do they confer by reason of their publication, any specific or binding rights, benefits, privileges, or entitlement to employment or continued employment by North River Charter Academy.

My employment with North River Charter Academy is "at-will." This means that I may leave my employment voluntarily, with or without cause or notice, and that by the same token, North River Charter Academy may terminate my employment at any time, with or without cause or notice.

This Handbook's contents are subject to modification, amendment, or rescission at any time, with or without notice, at North River Charter Academy's sole discretion.

This acknowledgment must be signed and returned within seven (7) days of my start date or receipt of the Handbook, whichever is later.

Employee Name (Please Print)	**Employee Signature**
	Date

ATTACHMENT S

Student enrollment application

Name: _____ School Search by Address: North River Charter Academy

NORTH RIVER CHARTER ACADEMY

REGISTRATION CHECKLIST

SCHOOL CHOICE

STEP 1: Gather the documents listed below. *If unable to get any of these please ask your registrar about Project Heart.

- ☐ **Original Certified Birth Certificate or other proof of date of birth**
- ☐ **Florida Certificate of Immunization.** Florida Certificate of Immunization (DOH680)
  *All PreK, KG, 7TH & 8TH Grade or Students new to Florida schools must have proof of immunization.
- ☐ **Physical examination certificate.** Within past 12 months of enrollment date
- ☐ **Legal Guardianship papers.** (If applicable, assistance @ (941) 708-4971)
- ☐ **Child's Social Security number.** Section 1008.386, F.S.
- ☐ **Child's recent report card/transcripts/withdrawal forms.** (Not required for elementary)
- ☐ **Proof of residency.** Schools accept one of the following:
  - ❑ Current mortgage statement, lease agreement, electric, gas or water bill – must include address and name of enrolling parent/guardian
  - ❑ Official employer/company statement providing housing to enrolling parent/guardian and family
  - ❑ Copy of Migrant Services Certificate of Eligibility
  - ❑ Government issued ID/DL with new address or processed USPS change of address documentation AND a notarized statement from the owner/lessee of the residence listing names of all people residing at the address **accompanied** by a current utility bill (power or water) with the owner/lessee's name and address
  - ❑ OSP/Choice/Hardship Letter (if enrolling out of your residential attendance zone)

To obtain a change of address on ID/Driver License: Contact Manatee County Tax Collector at (941) 741-4801-various locations. Or online at http://www.flhsmv.gov/ddl/addresschange.html
To process USPS change of address: Contact the Bradenton Post Office at (941) 747-0867-various locations. Or online at https://www.usa.gov/post-office
To obtain a replacement Florida birth certificate: (941) 748-0747 (option 8) Vital Statistics - 410 6th Av. E. Bradenton. Parent must make the request and show ID.
For assistance with immunizations or physical exam certificates: Contact Manatee County Health Department at 748-0747, Manatee Rural Health Services at 708-8700, or a participating local physician.

STEP 2: Fill out North River Charter Academy's Enrollment Packet

- ☐ Enrollment Form
- ☐ School District of Manatee County School Health Services Form
- ☐ Student Collection of Social Security Number Consent
- ☐ Request of Records Form (Needed for KG **only** if retained or from out of State)

STEP 3: Deliver all forms.

- ☐ **School Registrar**
  - ❑ At your school's front office.

North River Charter Academy Enrollment Form

SCHOOL: North River Charter Academy

Office use only Teacher _____
Entry code _____ Calendar _____
ID# _____ TEAM _____
HR _____ CSL _____
Entry date: _____ Assignment code: _____

Student Legal Name _____ **Grade Enrolling In** _____
(As listed on Birth Certificate) Last Suffix (Jr, III, etc) First Middle
Any other legal name used _____

Residence address: _____ **Apt Bldg(specify)** _____

_____ **Home Phone** (____) _____
City State Zip

Mailing address (if different): _____
Address Apt Bldg # City State Zip

Student resides at the above address with: ☐**Both Parents** ☐**Mother** ☐**Father** ☐**Out of Home/Foster Home*** ☐**Other***

_____
*Explain (Appropriate guardianship documents **MUST BE** on file with PCA)

_____ / _____
#1 Parent/Guardian e-mail address **#2 Parent/Guardian e-mail address**

Is student of Hispanic, Latino or Spanish origin? ☐**Yes** ☐**No**

Verification office use ____

Gender: ☐**Male** ☐**Female** **Date of Birth (Month/Day/Year)** ____/____/____

Birthplace: City _____ **State** _____ **Country** _____ **Social Security#** ____/____/____
Verification office use _____ **(Section 1008.386 F.S.)**

Race: (Check all that apply but must check at least one)

☐**White** ☐**Black or African American** ☐**Asian** ☐**American Indian or Alaskan Native** ☐**Native Hawaiian or Pacific Islander**

Is student a child of a military family? ☐**Yes** (if yes, specify below) ☐**No** **Residence On Base?** ☐**Yes** ☐**No**
☐**Active duty** ☐**Medically discharged** _____ ☐**Death in the line of duty** _____
Discharge date Date of death

Did you move to Manatee County as a result of a hurricane/earthquake? ☐**Hurricane** _____ ☐**Earthquake** ☐**No**
Did you move within Manatee County as a result of a hurricane/earthquake? ☐**Hurricane** _____ ☐**Earthquake** ☐**No**

Emergency Contact/Pick-up List (Only parties marked Y below are allowed to pick up child in emergency and non-emergency situations.)
("*AC=Automated contact. Parties marked Y will receive non-emergency communications)

Name	Relationship to student	Pick-up (Y/N)	*AC (Y/N)	Place of Employment	Work Phone	Home Phone	Cell Phone
Enrolling Parent/Guardian							
Parent/Other							
Other							
Other							
Other							
Other							

Brothers/Sisters in Manatee County Schools (Public, Charter, Private)

Name: _____ Grade _____ School _____

Name: _____ Grade _____ School _____

Transportation

☐**Walk** ☐**Bike** ☐**Car Rider** ☐**School Bus#** ____ ☐**Day Care: Name** _____ **Phone** _____

Enrolling Parent Signature _____ **Date** _____

Print First Name _____ **Print Last Name** _____

Last School Student Attended:

School Name _____ County: _____

Street Address _____ Phone (____) _____

City, State, Zip _____ Fax (____) _____

Has student ever attended a Manatee County school before? If so, name of school _____

Has student ever attended another Florida School? If so, name of school/City/County _____

Has student ever repeated a grade? If so, which grade(s)_____

Has your student ever been or is your student currently in any of the following programs? Check the appropriate boxes.

- ☐ Gifted
- ☐ Specific Learning Disability
- ☐ Emotional/Behavioral Disability
- ☐ Orthopedically Impaired
- ☐ Deaf or Hard of Hearing
- ☐ Other Health Impaired
- ☐ 504 Plan
- ☐ ESOL
- ☐ Speech Impaired
- ☐ Language Impaired
- ☐ Visually Impaired
- ☐ Traumatic Brain Injured
- ☐ Dual Sensory Impaired
- ☐ Autism Spectrum Disorder
- ☐ Developmentally Delayed
- ☐ Intellectual Disability
- ☐ Occupational Therapy
- ☐ Physical Therapy
- ☐ Alternative Ed (specify)_____

Florida Statute 1006.07(1)(b) requires that you provide the following information:

Has the student been expelled (not suspended) from a school?	☐Yes	☐No
Has the student had an arrest resulting in a charge?	☐Yes	☐No
Has the student been involved in the Juvenile Justice System?	☐Yes	☐No
Has the student ever been referred for mental health services?	☐Yes	☐No

If the answer is YES to any of the above, please explain:

The next three programs have opportunities available, if qualifications are met.

(MUST ANSWER) **Home Language Survey** If yes, what language?

1. Is a language other than English used in the home?	☐Yes	☐No	_____
2. Does the student have a first language other than English?	☐Yes	☐No	_____
3. Does the student most frequently speak a language other than English?	☐Yes	☐No	_____

Answering "yes" to one or more of the Home Language Survey questions will require your child to be screened for English language proficiency and may result in his/her eligibility for ESOL services.

If answered "yes" to any one of these questions, please indicate date student entered school in the U.S. for the first time (____/____/____)

(MUST ANSWER)

Has parent/guardian moved within the last three years from another county/state due to working in agriculture, fishing, or dairy activities? ☐Yes ☐No

Student Housing Questionnaire- Project HEART- McKinney Vento Application

This questionnaire is intended to address the McKinney-Vento Act 42 U.S.C. 11435. The answers to this housing information help determine the services the student may be eligible to receive.

1. Is your current address a temporary living arrangement? ☐Yes ☐No
2. Is this temporary living arrangement due to loss of housing or economic hardship? ☐Yes ☐No

If you answered YES to the above questions, please complete the remainder of this form. If you answered NO, you may stop here.

Where is the student presently living? (Check one box.)

- ☐ In a motel/hotel
- ☐ In an emergency shelter (Salvation Army, Hope or Family Resources)
- ☐ With more than one family in a house or apartment (parent/guardian not on lease)
- ☐ Moving from place to place
- ☐ In a place not designed for ordinary sleeping accommodations such as a car, park, or campsite

Required: Enrolling parent must read, sign and date this section.

Pursuant to section 837.06, Fl Statutes (2008), whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her official duty shall be guilty of a misdemeanor of the second degree. I hereby certify that I have custody of my child at least 50% of the time and that I have read all information on this form and that all answers I have given are true and correct.

Enrolling Parent Signature _____ **Date**_____

Print First Name_____ **Print Last Name**_____

NORTH RIVER CHARTER ACADEMY

Collection of Student Social Security Numbers

Section 1008.386, F.S. requires school districts to request a social security number for each student in grades PK-Adult who enroll or are enrolled in school. However, a student is **not** required to provide his or her social security number as a condition of enrollment or graduation.

1008.386 Social security numbers used as student identification numbers.—Each district school board shall request that each student enrolled in a public school in this state provide his or her social security number. Each school district shall use social security numbers as student identification numbers in the management information system maintained by the school district. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The school district shall include the social security number in the student's permanent records and shall indicate if the student identification number is not a social security number. The Commissioner of Education shall provide assistance to school districts to assure that the assignment of student identification numbers other than social security numbers is kept to a minimum and to avoid duplication of any student identification number.

The collected social security number may be used for all or some of the following purposes:

1. Registration and tracking of students, including State Reporting
2. Local Accountability
3. FASTER
4. Migrant Tracking

Instructions: Please check <u>one</u> of the boxes below to indicate your choice, and complete the information at the bottom of the form.

☐ **I will provide** the school district with a copy of the above student's social security card/number.
**If this information is provided, please give the parent a signed copy of this form for their records.*

_____-_____-_____
Student's Social Security Number

☐ **I will not provide** the school district with a copy of the above student's social security card/number.

☐ **I cannot provide** the school district with a copy of the above student's social security card/number.

_____ _____
Print Student Name **Student Grade**

_____ _____ _____
Print Parent Name **Parent Signature** **Date**

To be completed by the school:

I, _____, _____ @ _____ ES / MS / HS
print name print title name of school

have verified the social security # by visually checking the student's social security card.

_____ _____
Signature Date

NORTH RIVER CHARTER ACADEMY

SUPERINTENDENT OF SCHOOLS

SCHOOL DISTRICT OF MANATEE COUNTY
REQUEST FOR STUDENT RECORDS

Date of request _____

- ☐ 1st request _____ (Registrar) _____ (Date)
- ☐ 2nd request _____ (Guidance Clerk) (If Applicable) _____ (Date)
- ☐ 3rd request _____ (Guidance Clerk) (If Applicable) _____ (Date)
- ☐ 4th request _____ (Counselor) (If Applicable) _____ (Date)

TO: Records Dept. _____
(Name of School)

_____
(Address) (City) (State) (Zip)

_____ _____ _____
(Email) (Phone) (Fax)

RE: Student _____ _____ _____
(Last) (First) (Middle) (DOB) (Grade)

Student _____ _____ _____
(Last) (First) (Middle) (DOB) (Grade)

Student _____ _____ _____
(Last) (First) (Middle) (DOB) (Grade)

PLEASE FORWARD RECORDS TO:
(Email is preferred method)

_____
(Registrar)

_____
(School)

_____
(Address) (City) (State) (Zip)

_____ _____ _____
(Email) (Phone) (Fax)

Include:
- ☐ **Student External ID number**
- ☐ **Student Alias ID number**
- ☐ **Student Grades/Transcript**
- ☐ **Withdrawal Grades** (if student left during current year)
- ☐ **Health Records** (including physical and immunization records)
- ☐ **Grading Scale For Your School**
- ☐ **Test Scores**
- ☐ **Exceptional Student Education Records** (Referral, eligibility/placement data and current IEP (FSP – pre-school))
- ☐ **Psycho-Educational Evaluation, Social History 504 Plan, other pertinent educational information**
- ☐ **English Language Learners**

Requestor _____ **Date** _____
(Enrolling Parent)

FLORIDA STATE BOARD RULE: 6A-1.0955 (7b)

a. The transfer of records shall be immediately upon request of an adult student a parent or guardian of a pupil or a receiving school. The principal or designee shall transfer a copy of all Category A and Category B information and shall retain a copy of Category A information; however, student records which are required for audit purposes for programs listed in Section 229.565(3), Florida Statute shall be maintained in the district for the time period indicated in Rule 6A-1.04513, FAC.

b. The transfer of adult student or pupil education records shall not be delayed for nonpayment of a fee or fine assessed by the school.

Manatee County School Health Services

ANNUAL STUDENT MEDICAL / HEALTH INFORMATION

School _____ **School Year**_____ **Gr** _____ **Teacher** _____

All contact information on this form must match the official names and contact numbers given to the school

Student's Legal Last Name	Student's Legal First Name	MI	Birth Date	Age	Sex

Address/City/State/Zip _____ Home Telephone _____

Mother's Name	Place of Employment	Cell #	Work Telephone

Father's Name	Place of Employment	Cell #	Work Telephone

Additional Emergency and Clinic Contact/Pick-up List: Should my child become ill or injured during the school day and the school be unable to contact me, I hereby give the school permission to contact one or more of the following persons to pick up my child at school and care for my child during my absence. **Contact(s) should be the same name(s) as on the BioForm record in school office.**

(1) Name	Relationship	Telephone	(2) Name	Relationship	Telephone

(3) Name	Relationship	Telephone	(4) Name	Relationship	Telephone

OTHER CHILDREN (1) _____ Name _____ School/Grade (2) _____ Name _____ School/Grade

PHYSICIAN_____ **PHONE**_____ **DENTIST**_____ **PHONE**_____

MEDICAL PROBLEMS (check all that apply/use additional sheet to specify if necessary) **MEDICAID** ☐ **Yes** ☐ **No**

- ☐ ADHD
- ☐ Allergy- ☐ Food ☐ Medicine ☐ Insects
  Specify _____
  Life Threatening? ___Yes ___No
- ☐ Arthritis – Specify_____
- ☐ Asthma - Date of last attack _____
- ☐ Cerebral Palsy
- ☐ Diabetes – Type _____
  Insulin at School – Yes / No
- ☐ Epilepsy/Seizure – date of last Seizure _____
- ☐ Gastrointestinal Condition – Specify _____
- ☐ Hearing Impairment / Hearing Aids
- ☐ Heart Disease/Murmur
  Diagnosis_____
- ☐ Hemophilia
- ☐ Hypertension
- ☐ Hypoglycemia
- ☐ Immuno-suppression / Cancer
- ☐ Kidney/Urologic Condition
  Specify _____
- ☐ Diagnosed Migraines
- ☐ Muscular Dystrophy
- ☐ Autism Spectrum Disorder (ASD)
- ☐ Physical Impairment
  Specify _____
- ☐ Pregnancy – Due Date _____
- ☐ Psychological Disorders
  Specify _____
- ☐ Scoliosis
- ☐ Sickle Cell Disease
- ☐ Speech Impairment
- ☐ Transplant _____
- ☐ Vision Impairment / Blind
  Glasses / Contact Lens

Other – Specify _____

A completed Medication Authorization form is required for all medication administered at school, including epinephrine auto-injector, inhalers and over the counter medication. Parents must provide all medication, equipment and supplies needed at school.

If your child needs a nursing procedure, or has a physical limitation or activity restriction, you **must** provide medical documentation to the nurse.

List medications and dosage your child takes at home _____

ADDITIONAL INFORMATION _____

In case of accident or serious illness during the school day, I request that the school contact me. In case of an emergency, I hereby give the school permission for my child to be transported by Emergency Medical Services to the hospital and given the necessary treatment. I understand that I will be responsible for any and all related charges. I understand that it is the parent's/guardian's responsibility to notify the school of any changes in this information throughout the school year and complete a new medical information form each school year. This information will become part of the student's permanent school record.

THIS INFORMATION WILL BE SHARED WITH OTHER SCHOOL AND MEDICAL PERSONNEL WHO HAVE A NEED TO KNOW.

_____

Signature: Enrolling Parent / Legal Guardian Date

_____

Print: Enrolling Parent / Legal Guardian Date

NORTH RIVER CHARTER ACADEMY

BEFORE/AFTER SCHOOL CARE FINANCIAL FORM

By placing your ***initial*** and signature below, you are confirming that you have received the Before/After School Care Parent Guide and will abide by the service guidelines and policies set forth.

Student's Legal Name_____
Last First Middle Nickname

_____**Fees:** All fees must be paid by ***FRIDAY*** each week the services are rendered. Tuition is expected based on the student's enrollment and will be billed weekly to the student's account for their days of attendance.

Before School Care cost is $2 per student per day. After School Care cost is $11 per student per day on regular school days. There is a $50 registration fee per school year. Additional siblings receive a 10% discount on fees.

_____**Early Release Days:** An additional charge of $5 per student will be assessed for early release days. Sibling discounts will apply.

_____**Enrollment:** The parent/legal guardian that enrolls the child for School Age Child Care (SACC) services are responsible for weekly service fees. Personnel will not participate in custody disagreements between parents.

_____**Late Payment:** A late payment fee of $25 per student will be billed to the student's account on *Monday* for payments that are not made by 6:00 p.m. Friday of the previous week.

_____**Late Pick Up:** The After School services close promptly at **6:00 p.m**. A late fee of $1 per minute per student will be charged. Late pick up fees must be paid on the date the fees occur. *Tardiness in excess of 30 minutes past closing (6:30 p.m.) will result in notification of Law Enforcement.*

_____**Payment Methods:** Mastercard, Visa, Debit card, checking account withdrawal, money order, or personal check are accepted forms of payment. **NO cash please.**

_____**Subsidized Child Care:** *Parents may contact the school office should they need assistance with the cost of After School Care.*

_____**Student Conduct:** Discipline shall be consistent with the standards outlined in the school's discipline policy. Parent(s) and legal guardian(s) should be mindful that their child's participation in the After School Care Program is a privilege.

Payment Method:

Credit/Debit Card Name on card: _____
Card Number:_____ Exp date:_____ CVC: _____

Automatic withdrawal from checking account: Please attach voided check

I understand that this Acknowledgement Form will be kept in my child's file as an official document.

_____ _____
Parent/Legal Guardian Signature Date

NORTH RIVER CHARTER ACADEMY

PHOTO/WEBSITE RELEASE AUTHORIZATION

From time to time, photos will be taken of students and student activities.**North River Charter Academy** reserves the right to use photos for classroom websites, news releases, posting on the school's website and school's Face Book page, the Yearbook, school-related videos, slideshow presentations and for marketing purposes. These photos and or website postings may include a child's first name and school work. Your child's last name or personal information will **NEVER** be included in photos or website postings. The main purpose of our website is to improve communication between school and home and to celebrate student accomplishments though out this year.

_____ _____

STUDENT'S NAME GRADE

_____ _____

PARENT'S/ GUARDIAN'S NAME DATE

_____**YES**, I grant permission for North River Charter Academy to use my child's photo, first name, videos and school work for the publications or websites listed above.

_____**No, I DO NOT** grant permission for North River Charter Academy to use my child's photo and first name in school videos, or, their school work for the publications listed above.

_____ _____

PARENT'S/GUARDIAN'S SIGNATURE DATE

ATTACHMENT T

Evidence of demand for school (e.g. petitions or intent to apply forms) or support from intended community partners (e.g. letters of intent/commitment, memoranda of understanding, or contracts)

FARM BUREAU INSURANCE COMPANIES
Auto • Home • Life • Health • Business • Retirement

March 21, 2023

Manatee County School Board
215 Manatee Ave W
Bradenton, FL 34205

Dear Manatee School Board Members:

It is my pleasure to write a letter in support of North River Charter Academy. I believe North River Charter Academy will be an asset to the Parrish community.

North River Charter Academy will provide an educational choice to families in the community, one with rigorous academics and core values of safety, community, fun, and personal growth. High standards combined with consistent discipline and a family-oriented atmosphere will prepare students for success in their future and create positive contributing citizens.

I believe the addition of another charter school in the Parrish area would assist with the current population growth and give parents another choice for their children's education. As such, I strongly support the application and vision of North River Charter Academy as another means of enhancing our students learning in the Parrish community.

Sincerely,

Clint Bailey
Agency Manager-Farm Bureau Insurance
2025 60th Ave E
Ellenton, FL 34222
941-531-9738

Manatee County Commissioner
James Satcher, District 1

03/20/2023

Dear Charles Malatesta:

With population growth comes new needs, particularly in education. As the Parrish community grows in Manatee County, new schools will need to be built to accommodate the influx of new students.

This is an important consideration for communities that are experiencing rapid population growth as they will need to ensure there are adequate resources and services available for their citizens. It is essential that the local government takes a stance and supports this application for a new charter school and prepares them for a successful future.

Sincerely,

James Satcher Commissioner District 1

This correspondence is being sent from James Satcher as an individual County Commissioner.

Contact Information: james.satcher@mymanatee.org • Phone: (941) 745-3701 • Fax: (941) 745-3790
1112 Manatee Avenue West, Bradenton, FL 34205
Website: www.mymanatee.org

March 22, 2023

Dear Manatee County School Board,

I am writing to request your assistance in advocating for establishing an additional charter school in Parrish, Manatee County, Florida.

As you may be aware, the current public education system in our area is facing numerous challenges, including overcrowded classrooms, insufficient resources, and limited academic options. These issues significantly impact the quality of education our children receive and can hinder their ability to succeed in the future. Charter schools have been shown to provide an effective alternative to traditional public schools by offering greater flexibility, innovation, and choice for students and families.

However, in our community, there are only a few charter school options available, and they are unable to meet the growing demand. I firmly believe that increasing the number of charter schools in our area will help address the current challenges in our education system and provide better opportunities for our children. Therefore, I request your support in advocating for establishing North River Charter Academy in Parrish, Manatee County, Florida.

Thank you for your attention to this matter, and I look forward to your support in this important endeavor.

Sincerely,

Clint Seeley
Owner
North River Pizza
3304 Box Turtle Terrace
Parrish, Florida 34219
Northriverpizza@gmail.com



March 22, 2023

Dear Manatee County School Board,

I am writing to request your assistance in advocating for establishing an additional charter school in Parrish, Manatee County, Florida.

As you may be aware, the current public education system in our area is facing numerous challenges, including overcrowded classrooms, insufficient resources, and limited academic options. These issues significantly impact the quality of education our children receive and can hinder their ability to succeed in the future. Charter schools have been shown to provide an effective alternative to traditional public schools by offering greater flexibility, innovation, and choice for students and families.

However, in our community, there are only a few charter school options available, and they are unable to meet the growing demand. I firmly believe that increasing the number of charter schools in our area will help address the current challenges in our education system and provide better opportunities for our children. Therefore, I request your support in advocating for establishing North River Charter Academy in Parrish, Manatee County, Florida.

Thank you for your attention to this matter, and I look forward to your support in this important endeavor.

Sincerely,

Clint Seeley
Owner
North River Pizza
3304 Box Turtle Terrace
Parrish, Florida 34219
Northriverpizza@gmail.com

PARRISH
CIVIC ASSOCIATION

Parrish Civic Association, Inc.

A 501(c)(4) Civic Organization

May 29, 2023

Dear Sir or Madam:

Please accept this as a letter of support from the Parrish Civic Association regarding the proposed build of another school within the Parrish Community by FORZA.

The Parrish community has seen exponential residential growth over the last three to five years and the PCA is often made aware of concerns about the lack of adequate schooling in the area. The average age of people buying homes and moving into the community is 40 to 45 years old, many of which have school-aged children.

In addition to the current residential growth that has already occurred, Manatee County has approved additional residential projects in Parrish and the surrounding areas that will result in the building of over 10,000 new homes in the next two to five years.

The PCA is supportive of the goal of opening additional schools in the community as there is a large current and future need for additional schools. The current schools that are in place are not sufficient for the student population and with the growth continuing, this problem will continue to grow and get worse.

Should you have any questions or concerns please feel free to contact me at president@parrishcivicassociation.com or (330) 416-5992.

Sincerely,

Parrish Civic Association, Inc.

Jennifer L. Hamey, Esq., President

Board of Directors

Jennifer Hamey, Esq. *President*

Norma Kennedy
Vice President

Carey Girardi
Treasurer

Cindy Chin
Secretary

Tami Vaughan
Editor, Publisher
Parrish Village News

Board Members
Bradley Anderson
Alan Jones
Lorraine Prosser
Priscilla Trace
Cheri Coryea
Stephen Reha

ATTACHMENT U

Evidence of facility funding sources

buildinghope

QUALITY/RESULTS/GROWTH FOR PUBLIC CHARTER SCHOOLS

March 30, 2023

RE: North River Charter Academy

To whom it may concern:

Building Hope is a non-profit foundation based in Washington, DC that works to close the educational achievement gap by giving students access to high quality public charter schools in cities across the country. We support the expansion of academically successful schools with the capacity to grow their enrollments in order to catalyze change across their local public education systems by providing technical and financial assistance related to capital projects. Our services may also include grants to pay for professional fees associated with a project (i.e., architect, engineering), or other project-specific needs and sponsoring school fundraising events to support the academic program.

Building Hope is committed to supporting North River Charter Academy in securing a long-range plan for the opening of the above-referenced charter school. In order to ensure that the charter school is able to secure working capital for opening, Building Hope can offer a number of different services including facility and working capital financing. Building Hope may provide such financial assistance to the charter school by:

- Lending funds for facilities acquisitions and/or improvements at below-market rates.
- Guaranteeing, insuring, and reinsuring debt used to assist charter schools to acquire, renovate, or construct school facilities.
- Guaranteeing or insuring leases of personal or real property that are needed to begin or continue the operation of the charter schools.
- Facilitating financing by potential lenders.
- Facilitating the issuance of bonds by charter schools or other public entities for the benefit of charter schools.
- Credit Enhancement Program

In addition, if the charter school is unable to secure a start-up grant, Building Hope can secure a line of credit for the school up to $500,000 to help with the startup costs. The proposed terms have a five-year term with a 1% commitment fee and a 6% annual interest rate, subject to approval of the charter contract and board.

Sincerely,

Richard Moreno

President – Building Hope Services, LLC

FORZA Education Management
FORZAedu.com

April 10, 2023

School District of Manatee County
2501 63rd Avenue East
Bradenton, FL 34203

Dear Ms. Hyer,

FORZA Education Management (FORZA) opened on January 1, 2013. FORZA operates three large-scale K-8 charter schools and four private preschools in Naples, Parrish, and Bonita Springs. FORZA is prepared to provide financial support to North River Charter Academy to acquire land or a facility for the new charter school. In addition, FORZA will provide additional financial support for any start-up costs associated with opening the school.

Please contact me if you need additional information or have any questions.

Sincerely,

Chuck S. Malatesta, M.Ed.
Chief Executive Officer
FORZA Education Management
FORZA Child Development Center
727-642-9319
CMalatesta@FORZAedu.com

ALLIANCECOS
REAL ESTATE DEVELOPMENT
ESTABLISHED 1994

April 4, 2023

School District of Manatee County
Office of Charter Schools
2501 63rd Avenue East
Bradenton, FL 34203

Dear Ms. Hyer,

Please be advised that my firm has built over 30 charter school facilities comprising of more than 25,000 student stations since 2004. We have built and completed schools in Miami-Dade, Broward, Palm Beach, Brevard, St. Lucie, Lee counties, and of course, Parrish Charter Academy in Manatee County.

My firm is prepared to provide financial and facilities development resources to North River Charter Academy to meet its educational mission to the parents and students of the school. We have references available upon request. My biography is included for your perusal, and please contact me if you have any questions or comments.

Sincerely,

Robert Cambo
Managing Partner
Alliance Commercial Real Estate Development, Inc.
www.alliancecos.com
786 675 6270 (d)
786 822 9100 (m)

ALLIANCECOS
REAL ESTATE DEVELOPMENT
ESTABLISHED 1994

BIOGRAPHY

Robert Cambó, Managing Partner for AllianceCos. Commenced his real estate career with the Codina Group in 1984. At the time of his departure, Robert had completed over two million square feet of commercial lease transactions. In 1994, he founded Cambó Realty, Inc., a Commercial Real Estate Brokerage company focusing on industrial, retail, and office. The company advised Brighton Group on Blue Lagoon Business Park, a 400,000-square-foot mixed-use development sold to AMB Institutional Realty. In 1999, Cambó Realty merged its marketing operations with Alliance Commercial Real Estate Group, adding offices in Dallas and Chicago. Alliance Development was incorporated to provide development services to land owners and passive investors. As a result, Robert produced the joint venture developments Costa Corporate Centre and Doral Commerce Park, which sold for over $50,000,000.

In 2004, Robert was approached by the President of Charter Schools USA, Jonathan Hage, to find suitable facilities for growing his Charter Schools in South Florida. At that time, Robert struggled to find a suitable school for his son Michael, who was diagnosed with severe Autism. From 2004-2007 Robert developed the Patriot School for the City of Palm Bay and North Broward Academy in Fort Lauderdale. In 2008, Robert (together with a devoted educator and two other parents affected by Autism) co-founded the South Florida Autism Charter School, to which he donates his time as Board Vice Chairman. Today the school serves 300 students from grades K-12, entirely tuition free. At that point, Robert was dedicating 100% of his practice to Charter Schools and expanding their classrooms to serve more students. To date, Alliance has developed 30 facilities serving more than 25,000 students in 16 counties statewide.

Robert attended and graduated Harvard University's Real Estate Leadership Program in 2006. He received a Master's Degree in Business Administration from the University of Miami in 1989, and his Bachelor's Degree in Business Administration from George Washington University in 1981.

Robert has been married for 31 years to his wife, Patricia, with four adult sons, Robert A.,33, Michael 30, Richard 29 and Nicolas 27. He resides in Coral Gables, Fl.

ATTACHMENT V

Not Applicable

ATTACHMENT W

Florida Charter School Revenue Estimating Worksheet

41 (Insert district number in cell A1, enter, then strike F9. Your district data then pulls from Calculation Detail Sheets)

Revenue Estimate Worksheet for North River Charter Academy Charter School

Based on the 2023-24 FEFP Conference Calculation

School District: Manatee

1A. 2023-24 FEFP State and Local Funding

Base Student Allocation $5,139.73 | Comparable Wage Factor 1.0000 | Small District Factor 0.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2023-24 Base Funding (WFTE x BSA x CWF x SDF)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3	302	1.122	338.8440	$ 1,741,567
111 Basic K-3 with ESE Services	50	1.122	56.1000	$ 288,339
102 Basic 4-8	90	1.000	90.0000	$ 462,576
112 Basic 4-8 with ESE Services	12	1.000	12.0000	$ 61,677
103 Basic 9-12	0	0.988	0.0000	$ -
113 Basic 9-12 with ESE Services	0	0.988	0.0000	$ -
254 ESE Level 4 *(Grade Level PK-3)*	0	3.706	0.0000	$ -
254 ESE Level 4 *(Grade Level 4-8)*	0	3.706	0.0000	$ -
254 ESE Level 4 *(Grade Level 9-12)*	0	3.706	0.0000	$ -
255 ESE Level 5 *(Grade Level PK-3)*	0	5.707	0.0000	$ -
255 ESE Level 5 *(Grade Level 4-8)*	0	5.707	0.0000	$ -
255 ESE Level 5 *(Grade Level 9-12)*	0	5.707	0.0000	$ -
130 ESOL *(Grade Level PK-3)*	17	1.208	20.5360	$ 105,549
130 ESOL *(Grade Level 4-8)*	5	1.208	6.0400	$ 31,044
130 ESOL *(Grade Level 9-12)*	0	1.208	0.0000	$ -
300 Career Education *(Grades 9-12)*	0	1.072	0.0000	$ -
Totals	476.00		523.5200	$ 2,690,752

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE	Number of FTE (Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.)	2023-24 Base Funding (WFTE x BSA x CWF x SDF)
Advanced Placement	0	$ -
International Baccalaureate	0	$ -
Advanced International Certificate	0	$ -
Industry Certified Career Education	0	$ -
Early High School Graduation	0	$ -
Small District ESE Supplement	0	$ -
Dual Enrollment	0	$ -
Total Additional FTE	0.0000 Additional Base Funds	$ -
Total Funded Weighted FTE	523.5200 Total Base Funding	$ 2,690,752

1B. Classroom Teacher and Other Instructional Personnel Salary Increase

Maintenance and Growth Portions of the Salary Increase funds are part of the total Base Funding and are not treated as a separate allocation. Amounts are split out here for informative purposes and for the purposes of providing a total that may be used for calculating the adminstrative fee.

Maintenance Portion (4.52% of Base Funding)	(g) (k)	$ 2,690,752	X	4.52%	$ 121,622
Growth Portion (1.41% of Base Funding)	(g) (k)	$ 2,690,752	X	1.41%	$ 37,940
Total Salary Increase Allocation					$ 159,562

2. ESE Guaranteed Allocation:

FTE	Grade Level	Matrix Level	Guarantee Per Student	
50.0	PK-3	251	$ 1,011	$ 50,550
0.0	PK-3	252	$ 3,266	$ -
0.0	PK-3	253	$ 6,664	$ -
12.0	4-8	251	$ 1,134	$ 13,608
0.0	4-8	252	$ 3,388	$ -
0.0	4-8	253	$ 6,787	$ -
0.0	9-12	251	$ 807	$ -
0.0	9-12	252	$ 3,062	$ -
0.0	9-12	253	$ 6,460	$ -
62.00	Total ESE Guarantee			$ 64,158

Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above.

Total FTE with ESE Services

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total UFTE to obtain school's

UFTE share. **Charter School UFTE:** 476.00 ÷ **District's** 53,766.67 = 0.8853%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E39 above by the district's total WFTE to obtain school's

WFTE share. **Charter School WFTE:** 523.52 ÷ **District's** 58,261.88 = 0.8986%

3C. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship UFTE to obtain school's

UFTE share. **Charter School UFTE:** 476.00 ÷ **District's Total Non-Scholarship UFTE:** 50,491.90 = 0.9427%

3D. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-virtual UFTE to obtain school's

UFTE share. **Charter School UFTE:** 476.00 ÷ **District's Total Non-Virtual UFTE:** 53,739.51 = 0.8858%

3E. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C28 above by the district's total non-scholarship and non-virtual UFTE to obtain school's

UFTE share.	Charter School UFTE:	476.00	÷	District's Total Non-Virtual and Non-Scholarship UFTE:				50,464.74
					=			0.9432%

4. Educational Enrichment Share (Non-Virtual UFTE share)	(e)	13,266,135	x	0.8858%	$ 117,511
5. Discretionary Millage Compression Allocation					
.748 Mills (UFTE share)	(b)	0	x	0.8853%	$ -
6. Safe Schools Allocation (Non-Virtual and Non-Scholarship UFTE share)	(f)	4,380,007	x	0.9432%	$ 41,312
7. Mental Health Assistance Allocation (Non-Scholarship UFTE share)	(b)	2,785,253	x	0.9427%	$ 26,257
8. Discretionary Local Effort (WFTE share)	(c)	49,473,130	x	0.8986%	$ 444,566
9. Proration to Funds Available (WFTE share)	(c)	0	x	0.8986%	$ -

10. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	CWF	X	Allocation factors			
PK - 3	415.4800		1.0000		947.59	=	393,705	
4-8	108.0400		1.0000		904.74	=	97,748	
9-12	0.0000		1.0000		906.93	=	0	
Total *	523.5200						Total Class Size Reduction Funds	$ 491,453

*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*

11. Student Transportation	(h)				
Enter All Adjusted Fundable Riders	136		x	564	$ 76,704
Enter All Adjusted ESE Riders	0		x	1,757	$ -

12. Federally Connected Student Supplement (i)

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation	Total
Military and Indian Lands	0	$0.00	$0.00	$ -
Civilians on Federal Lands	0	$0.00	$0.00	$ -
Students with Disabilities	0		$0.00	$ -
Total				$ -

13. Food Service Allocation (j)		
Total		$ 3,952,713
14. Total Less Salary Increase Allocation (for administrative fee calculation)	(k)	$ 3,793,151
15. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(l)	
If you have more than a 75% ESE student population, please place a 1 in the following box:		$ -

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 2A.

(c) District allocations multiplied by percentage from item 2B.

(d) District allocations multiplied by percentage from item 2C.

(e) District allocations multiplied by percentage from item 2D.

(f) District allocations multiplied by percentage from item 2E.

(g) This allocation will be frozen as of the 2023-24 FEFP Conference Calculation and will not be recalculated throughout the year. Charter school allocations are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(h) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(i) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(j) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(k) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specfically allocated by the Legislature for teacher compensation.

(l) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.

Other:

FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.

Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.

	Year 1	Year 2	Year 3	Year 4	Year 5
Assumed Base FEFP Percentage Increase	1.44%	1.44%	1.44%	1.44%	1.44%
Assumed Other Funds Percentage Increase	3.20%	3.20%	3.20%	3.20%	3.20%
Assumed ESE Guarantee Income % Increase	0%	0%	0%	0%	0%
District Cost Differential	1.0000	1.0000	1.0000	1.0000	1.0000
Small District Factor	0.0000	0.0000	0.0000	0.0000	0.0000
Base Student Allocation	$5,213.62	$5,288.57	$5,364.59	$5,441.71	$5,519.94

FEFP State and Local Funding

	Enr.	Cost Factor	Base Funding	Enr.	Cost Factor	Base Funding	Enr.	Cost Factor	Base Funding	Enr.	Cost Factor	Base Funding	Enr.	Cost Factor	Base Funding
101 Basic K-3	302.000	1.116	$1,756,762.00	315.000	1.116	$1,858,726.00	343.000	1.116	$2,053,042.00	414.000	1.116	$2,513,639.00	428.000	1.116	$2,635,999.00
111 Basic K-3 with ESE Services	50.000	1.116	$290,855.00	53.000	1.116	$312,738.00	58.000	1.116	$347,162.00	71.000	1.116	$431,083.00	74.000	1.116	$455,757.00
102 Basic 4-8	90.000	1.000	$469,226.00	182.000	1.000	$962,519.00	275.000	1.000	$1,475,263.00	514.000	1.000	$2,797,041.00	645.000	1.000	$3,560,362.00
112 Basic 4-8 with ESE Services	12.000	1.000	$62,563.00	22.000	1.000	$116,348.00	31.000	1.000	$166,302.00	58.000	1.000	$315,619.00	70.000	1.000	$386,396.00
103 Basic 9-12	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00
113 Basic 9-12 with ESE Services	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00
254 ESE Level 4 (Grade Level PK-3)	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00
254 ESE Level 4 (Grade Level 4-8)	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00
254 ESE Level 4 (Grade Level 9-12)	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00	0.000	3.706	$0.00
255 ESE Level 5 (Grade Level PK-3)	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00
255 ESE Level 5 (Grade Level 4-8)	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00
255 ESE Level 5 (Grade Level 9-12)	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00	0.000	5.707	$0.00
130 ESOL (Grade Level PK-3)	17.000	1.208	$107,067.00	18.000	1.208	$114,995.00	20.000	1.208	$129,609.00	25.000	1.208	$164,340.00	26.000	1.208	$173,370.00
130 ESOL (Grade Level 4-8)	5.000	1.208	$31,490.00	10.000	1.208	$63,886.00	15.000	1.208	$97,206.00	28.000	1.208	$184,061.00	35.000	1.208	$233,383.00
130 ESOL (Grade Level 9-12)	0.000	1.208	$0.00	0.000	1.208	$0.00	0.000	1.208	$0.00	0.000	1.208	$0.00	0.000	1.208	$0.00
300 Career Education (Grades 9-12)	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00	0.000	1.002	$0.00
Total Enrollment	**476.000**		**$2,717,963**	**600.0**		**$3,429,212**	**742.0**		**$4,268,584**	**1,110.0**		**$6,405,783**	**1,278.0**		**$7,445,267**

Additional FTE

	Addt'l FTE	Base	Addt'l FTE	Base	Addt'l FTE	Base	Addt'l FTE	Base	Addt'l FTE	Base
Advanced Placement	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
International Baccalaureate	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Advanced International Certificate	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Industry Certified Career Education	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Early High School Graduation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Small District ESE Supplement	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Dual Enrollment	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Total Enrollment	**0.0**	**$0**	**0.0**	**$0**	**0.0**	**$0**	**0.0**	**$0**	**0.0**	**$0**

ESE Guarantee

	Enr	ESE Rate	ESE Amount	Enr	ESE Rate	ESE Amount	Enr	ESE Rate	ESE Amount	Enr	ESE Rate	ESE Amount	Enr	ESE Rate	ESE Amount
PK-3 - Matrix Level 251	50.0	$1,011	$50,550.00	53.0	$1,011	$53,583.00	58.0	$1,011	$58,638.00	71.0	$1,011	$71,781.00	74.0	$1,011	$74,814.00
PK-3 - Matrix Level 252	0.0	$3,266	$0.00	0.0	$3,266	$0.00	0.0	$3,266	$0.00	0.0	$3,266	$0.00	0.0	$3,266	$0.00
PK-3 - Matrix Level 253	0.0	$6,664	$0.00	0.0	$6,664	$0.00	0.0	$6,664	$0.00	0.0	$6,664	$0.00	0.0	$6,664	$0.00
4-8 - Matrix Level 251	12.0	$1,134	$13,608.00	22.0	$1,134	$24,948.00	31.0	$1,134	$35,154.00	58.0	$1,134	$65,772.00	70.0	$1,134	$79,380.00
4-8 - Matrix Level 252	0.0	$3,388	$0.00	0.0	$3,388	$0.00	0.0	$3,388	$0.00	0.0	$3,388	$0.00	0.0	$3,388	$0.00
4-8 - Matrix Level 253	0.0	$6,787	$0.00	0.0	$6,787	$0.00	0.0	$6,787	$0.00	0.0	$6,787	$0.00	0.0	$6,787	$0.00
9-12 - Matrix Level 251	0.0	$807	$0.00	0.0	$807	$0.00	0.0	$807	$0.00	0.0	$807	$0.00	0.0	$807	$0.00
9-12 - Matrix Level 252	0.0	$3,062	$0.00	0.0	$3,062	$0.00	0.0	$3,062	$0.00	0.0	$3,062	$0.00	0.0	$3,062	$0.00
9-12 - Matrix Level 253	0.0	$6,460	$0.00	0.0	$6,460	$0.00	0.0	$6,460	$0.00	0.0	$6,460	$0.00	0.0	$6,460	$0.00
Total ESE Guarantee	**62**		**$64,158**	**75**		**$78,531**	**89**		**$93,792**	**129**		**$137,553**	**144**		**$154,194**

Additional Calculations

	(3A) UFTE	(3B) WFTE	(3A) UFTE	(3B) WFTE	(3A) UFTE	(3B) WFTE	(3A) UFTE	(3B) WFTE	(3A) UFTE	(3B) WFTE
Charter School Enrollment	476.0	521.3	600.0	648.4	742.0	795.7	1,110.0	1,177.2	1,278.0	1,348.8
Overall District Enrollment	53,766.7	58,261.88	53,766.7	58,261.9	53,766.7	58,261.9	53,766.7	58,261.9	53,766.7	58,261.9
Charter Percentage of District	**0.88530%**	**0.89480%**	**1.11593%**	**1.11294%**	**1.38004%**	**1.36572%**	**2.06448%**	**2.02047%**	**2.37694%**	**2.31505%**

	(3C) UFTE NonSchlrshp	(3D) UFTE NonVirtual	(3E) UFTE NonSchlrshp nor Virtual	(3C) UFTE NonSchlrshp	(3D) UFTE NonVirtual	(3E) UFTE NonSchlrshp nor Virtual	(3C) UFTE NonSchlrshp	(3D) UFTE NonVirtual	(3E) UFTE NonSchlrshp nor Virtual	(3C) UFTE NonSchlrshp	(3D) UFTE NonVirtual	(3E) UFTE NonSchlrshp nor Virtual	(3C) UFTE NonSchlrshp	(3D) UFTE NonVirtual	(3E) UFTE NonSchlrshp nor Virtual
Charter School Enrollment	476.0	476.0	476.0	600.0	600.0	600.0	742.0	742.0	742.0	1,110.0	1,110.0	1,110.0	1,278.0	1,278.0	1,278.0
Overall District Enrollment	50,491.9	53,739.51	50,464.74	50,491.9	53,739.5	50,464.7	50,491.9	53,739.5	50,464.7	50,491.9	53,739.5	50,464.7	50,491.9	53,739.5	50,464.7
Charter Percentage of District	**0.94270%**	**0.88580%**	**0.94320%**	**1.18830%**	**1.11650%**	**1.18890%**	**1.46950%**	**1.38070%**	**1.47030%**	**2.19840%**	**2.06550%**	**2.19960%**	**2.53110%**	**2.37810%**	**2.53250%**
UFTE Shares (Unweighted Full Time Enrollment)															
Discretionary Millage Compression Allocation	$0	0.88530%	$0	$0	1.11593%	$0	$0	1.38004%	$0	$0	2.06448%	$0	$0	2.37694%	$0
UFTE Non-Scholarship Shares															
Mental Health Assistance Allocation	$2,874,426	0.94270%	$27,097	$2,874,426	1.18830%	$34,157	$2,874,426	1.46950%	$42,240	$2,874,426	2.19840%	$63,191	$2,874,426	2.53110%	$72,755
UFTE Non-Virtual Shares															
Educational Enrichment Shares	$13,690,867	0.88580%	$121,274	$13,690,867	1.11650%	$152,859	$13,690,867	1.38070%	$189,030	$13,690,867	2.06550%	$282,785	$13,690,867	2.37810%	$325,583
UFTE Non-Scholarship and Non-Virtual Shares															
Safe Schools Allocation	$4,520,238	0.94320%	$42,635	$4,520,238	1.18890%	$53,741	$4,520,238	1.47030%	$66,461	$4,520,238	2.19960%	$99,427	$4,520,238	2.53250%	$114,475
WFTE Shares (Weighted Full Time Enrollment)															
Discretionary Local Effort	$51,057,075	0.89480%	$456,859	$51,057,075	1.11294%	$568,235	$51,057,075	1.36572%	$697,298	$51,057,075	2.02047%	$1,031,592	$51,057,075	2.31505%	$1,181,999
Proration to Funds Available	$0	0.89480%	$0	$0	1.11294%	$0	$0	1.36572%	$0	$0	2.02047%	$0	$0	2.31505%	$0
Class Size Reduction Funds															
Class Size Reduction Funds (PK-3)	413.2800	$977.93	$404,158	432.34	$1,009.24	$436,334	471.58	$1,041.55	$491,170	571.34	$1,074.90	$614,130	591.51	$1,109.31	$656,173
Class Size Reduction Funds (4-8)	108.04	$933.71	$100,878	216.08	$963.60	$208,215	324.12	$994.45	$322,321	605.82	$1,026.29	$621,751	757.28	$1,059.15	$802,071
Class Size Reduction Funds (9-12)	0.00	$935.97	$0	0.00	$965.93	$0	0.00	$996.86	$0	0.00	$1,028.77	$0	0.00	$1,061.71	$0
Class Size Reduction Totals	**521.3200**		**$505,036**	**648.42**		**$644,549**	**795.70**		**$813,491**	**1,177.16**		**$1,235,881**	**1,348.79**		**$1,458,245**
Transportation Funds															
Transportation - All Fundable Riders	136	$564.00	$76,704	204	$582.06	$118,740	204	$600.69	$122,541	340	$619.92	$210,774	340	$639.77	$217,523
Transportation - ESE Riders	0	$1,757.00	$0	0	$1,813.25	$0	0	$1,871.31	$0	0	$1,931.22	$0	0	$1,993.05	$0
Total Transportation Funding			**$76,704**			**$118,740**			**$122,541**			**$210,774**			**$217,523**
Federally Connected Student Supplement Funds															
Federal Military & Indian Lands	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0
Federal Civilians on Federal Lands	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0
Federal Students with Disabilities	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0	0.00	$0.00	$0
Fed. Connected Student Supplement	**0.00**		**$0**	**0.00**		**$0**	**0.00**		**$0**	**0.00**		**$0**	**0.00**		**$0**
FL Teachers Classroom Supply Assistance Prgm	31	0	$0	38	0	$0	47	0	$0	69	0	$0	79	0	$0

FEFP Totals

Total FEFP Funding	$4,011,725	$5,080,023	$6,293,437	$9,466,987	$10,970,040
Per Student Average	*$8,428*	*$8,467*	*$8,482*	*$8,529*	*$8,584*
District Percentage Fee	5.00%	5.00%	5.00%	5.00%	5.00%
Maximum Students For Fee	250	250	250	250	250
Amount designated for TSIA (Excluded from Fees)					
Maintenance Portion (4.52% of base)	$122,852	$155,000	$192,940	$289,541	$336,526
Growth Portion (1.41% of base)	$38,323	$48,352	$60,187	$90,322	$104,978
TSIA Designated Totals	**$161,175**	**$203,352**	**$253,127**	**$379,863**	**$441,504**
Total District Fee	$101,117	$101,597	$101,757	$102,332	$102,979
Total To Reallocate To Capital Outlay	$91,410	$142,236	$200,258	$352,024	$423,448

ATTACHMENT X

Proposed Operating Budget

North River Charter Academy

Five Year Budget Summary

	Planning Year	Year 1	Year 2	Year 3	Year 4	Year 5
Enrollment:		476 (of 488)	600 (of 616)	742 (of 762)	1110 (of 1138)	1278 (of 1310)
Income						
Florida Educational Finance Program (FEFP)	$0	$4,011,725	$5,080,023	$6,293,437	$9,466,987	$10,970,040
Capital Outlay	$0	$0	$0	$672,230	$1,015,683	$1,181,102
IDEA Funds	$0	$0	$0	$0	$0	$0
Title 1 Funds	$0	$0	$0	$0	$0	$0
Other Federal Funds	$0	$0	$0	$0	$0	$0
School Lunch Program	$0	$176,040	$220,000	$272,138	$408,226	$469,865
Transportation Funds	$0	$0	$0	$0	$0	$0
Community Services	$0	$45,000	$67,500	$90,000	$90,000	$90,000
Financing, Investing and Loan Proceeds	$250,000	$400,000	$0	$0	$0	$0
Fees and Costs for Services	$0	$0	$0	$0	$0	$0
Other Income Sources	$0	$388,936	$462,000	$571,500	$853,500	$982,500
Undefined Revenue	$0	$0	$0	$0	$0	$0
Total Revenue	**$250,000**	**$5,021,701**	**$5,829,522**	**$7,899,305**	**$11,834,395**	**$13,693,506**

Expenses						
Employee Costs						
Employee Salaries	$95,000	$2,188,447	$2,730,258	$3,276,208	$4,686,627	$5,361,595
Employee Benefits	$4,381	$150,476	$201,946	$261,278	$405,386	$501,586
Employer Costs	$9,022	$205,266	$255,754	$306,363	$437,770	$500,678
Total Employee Costs	**$108,403**	**$2,544,190**	**$3,187,958**	**$3,843,850**	**$5,529,783**	**$6,363,859**
Academic Supplies	$0	$216,085	$139,408	$170,971	$367,201	$358,806
Services and Contracts	$40,000	$805,254	$943,870	$1,230,093	$1,768,609	$2,058,309
Rentals, Leases and Subscriptions	$180	$73,437	$81,792	$91,362	$117,608	$154,151
Facilities Costs	$0	$637,088	$803,866	$994,212	$1,484,190	$1,708,850
Insurance	$0	$39,780	$59,584	$73,309	$91,662	$132,755
Utilties	$0	$45,866	$66,206	$78,693	$89,444	$134,831
Maintenance	$0	$0	$0	$0	$0	$0
Furniture	$0	$20,400	$4,600	$5,200	$11,700	$5,900
AV / Computer Equipment	$1,380	$164,769	$21,810	$43,198	$110,361	$123,424
Software	$0	$0	$0	$0	$0	$0
Other Equipment & Supplies	$0	$0	$0	$0	$0	$0
Travel Costs	$0	$350	$368	$386	$405	$425
Food	$0	$149,409	$188,640	$233,523	$350,118	$403,146
Transportation	$0	$36,102	$51,235	$51,485	$66,967	$82,207
Other Expenses	$500	$119,753	$125,021	$334,950	$362,049	$382,738
Undefined Expenses	$0	$100,573	$127,421	$189,223	$284,710	$329,941
District Administrative Fees	$0	$0	$0	$0	$0	$0
Debt Services	$0	$500	$510	$520	$531	$541
Reserve Fund	$420	$7,000	$8,260	$9,660	$12,880	$14,560
Total Expenses	**$150,883**	**$4,960,556**	**$5,810,550**	**$7,350,637**	**$10,648,218**	**$12,254,444**
Net Revenue	**$99,117**	**$61,146**	**$18,972**	**$548,669**	**$1,186,177**	**$1,439,062**

North River Charter Academy

Five Year Budget Projections

Complete Budget - Manatee County

Func	Obj	Description	Planning Year	Year 1	Year 2	Year 3	Year 4	Year 5
Income								
FEFP Calculations								
3310-01		Baes FEFP Funding	$0	$2,717,963	$3,429,212	$4,268,584	$6,405,783	$7,445,267
3310-02		FEFP - ESE Guaranteed Allocation	$0	$64,158	$78,531	$93,792	$137,553	$154,194
3310-03		FEFP - Supplemental Academic Instruction	$0	$121,274	$152,859	$189,030	$282,785	$325,583
3310-05		FEFP - Safe Schools Allocation	$0	$42,635	$53,741	$66,461	$99,427	$114,475
3310-08		FEFP - Mental Health Assistance Allocation	$0	$27,097	$34,157	$42,240	$63,191	$72,755
3310-12		FEFP - Discretionary Local Effort	$0	$456,859	$568,235	$697,298	$1,031,592	$1,181,999
3310-15		FEFP - Student Transportation Funds	$0	$76,704	$118,740	$122,541	$210,774	$217,523
3355		Class Size Reducation Allocations	$0	$505,036	$644,549	$813,491	$1,235,881	$1,458,245
		FEFP Subtotals	$0	$4,011,725	$5,080,023	$6,293,437	$9,466,987	$10,970,040
Federal Funding Sources								
		Federal Funding Sources Subtotals	$0	$0	$0	$0	$0	$0
School Lunch Program								
3261		NSLP - School Lunch Reimbursement	$0	$53,136	$67,306	$83,246	$126,346	$145,829
3262		NSLP - School Breakfast Reimbursement	$0	$4,320	$3,294	$4,104	$6,156	$7,128
3451		Selling Student Lunches	$0	$98,352	$123,768	$153,036	$228,276	$262,548
3452		Selling Student Breakfasts	$0	$20,232	$25,632	$31,752	$47,448	$54,360
		School Lunch Program Subtotals	$0	$176,040	$220,000	$272,138	$408,226	$469,865
Other Income Sources								
3397		Charter School Capital Outlay Funds	$0	$0	$0	$672,230	$1,015,683	$1,181,102
3473		School-Age Child Care Fees	$0	$45,000	$67,500	$90,000	$90,000	$90,000
3495		Other Miscellaneous Local Sources	$0	$388,936	$462,000	$571,500	$853,500	$982,500
3720		Loan Proceeds	$250,000	$400,000	$0	$0	$0	$0
		Other Income Sources Subtotals	$250,000	$833,936	$529,500	$1,333,730	$1,959,183	$2,253,602
		Total Income	**$250,000**	**$5,021,701**	**$5,829,522**	**$7,899,305**	**$11,834,395**	**$13,693,506**

Expenses

5100 - Basic Instruction

5100	120	Instr - Classroom Teacher Salaries	$0	$1,430,000	$1,787,225	$2,248,916	$3,365,597	$3,916,746
5100	130	Instr - Other Certified Staff Member	$0	$176,000	$232,650	$245,477	$303,147	$329,606
5100	140	Instr - Substitute Teachers	$0	$30,720	$39,168	$47,942	$40,750	$49,878
5100	210	Instr - Retirement	$0	$18,413	$23,164	$28,601	$41,732	$48,333
5100	220	Instr - FICA	$0	$125,209	$157,517	$194,489	$283,776	$328,662
5100	230	Instr - Group Insurance	$0	$96,048	$131,155	$176,331	$282,129	$358,833
5100	240	Instr - Worker's Compensation	$0	$20,459	$25,738	$31,779	$46,369	$53,703
5100	250	Instr - Unemployment Compensation	$0	$7,309	$8,856	$10,584	$15,120	$17,496
5100	360	Instr - Rentals	$0	$58,297	$62,853	$68,222	$82,165	$113,424
5100	510	Instr - Supplies	$0	$38,080	$27,000	$34,058	$51,968	$61,030
5100	520	Instr - Textbooks	$0	$169,390	$101,638	$123,665	$295,618	$275,155
5100	610	Instr - Library Books		$4,880	$6,160	$7,620	$11,380	$13,100
5100	644	Instr - Computer Hardware (Non Capitalized)	$0	$18,584	$0	$3,792	$11,010	$21,272
5100	730	Instr - Dues and Fees	$0	$476	$612	$772	$1,178	$1,383
5100	750	Instr - Other Personnel Services	$0	$4,760	$5,740	$6,860	$9,800	$11,340
		Total For 5100 (Basic Instruction)	$0	$2,198,626	$2,609,477	$3,229,108	$4,841,738	$5,599,962

5200 - Exceptional Education

5200	120	ESE - Classroom Teacher Salaries	$0	$110,000	$133,650	$145,735	$248,156	$272,516
5200	210	ESE - Retirement	$0	$1,238	$1,504	$1,640	$2,792	$3,066
5200	220	ESE - FICA	$0	$8,415	$10,224	$11,149	$18,984	$20,847
5200	230	ESE - Group Insurance	$0	$6,624	$7,286	$8,015	$17,633	$19,396
5200	240	ESE - Worker's Compensation	$0	$1,375	$1,671	$1,822	$3,102	$3,406
5200	250	ESE - Unemployment Compensation	$0	$432	$648	$648	$1,080	$1,296
5200	310	ESE - Professional and Technical Services	$0	$19,440	$24,235	$26,967	$38,968	$44,423
5200	510	ESE - Supplies	$0	$855	$1,025	$1,217	$1,767	$1,997
5200	750	ESE - Other Personnel Services	$0	$280	$420	$420	$700	$840
		Total For 5200 (Exceptional Education)	$0	$148,659	$180,663	$197,612	$333,181	$367,788

6200 - Instructional Media Services

6200	510	MediaC. - Supplies	$0	$2,380	$3,060	$3,860	$5,890	$6,917
		Total For 6200 (Instructional Media Services)	$0	$2,380	$3,060	$3,860	$5,890	$6,917

6400 - Instructional Staff Training

6400	140	ProfDev - Substitute Teachers	$0	$1,920	$2,448	$2,996	$4,584	$5,455
6400	210	ProfDev - Retirement	$0	$22	$28	$34	$52	$61
6400	220	ProfDev - FICA	$0	$147	$187	$229	$351	$417
6400	240	ProfDev - Worker's Compensation	$0	$24	$31	$37	$57	$68
6400	250	ProfDev - Unemployment Compensation	$0	$52	$66	$81	$124	$147
6400	310	ProfDev - Professional and Technical Services	$0	$8,750	$8,175	$7,673	$7,236	$6,860
6400	330	ProfDev - Travel	$0	$350	$368	$386	$405	$425
6400	510	ProfDev - Supplies	$0	$500	$525	$551	$579	$608
6400	750	ProfDev - Other Personnel Services	$0	$560	$560	$560	$560	$560

		Total For 6400 (Instructional Staff Training)	$0	$12,324	$12,387	$12,547	$13,948	$14,603
6500 - Instructional-Related Technology								
6500	310	EdTech - Professional and Technical Services	$0	$25,026	$31,590	$39,077	$58,359	$67,179
6500	644	EdTech - Computer Hardware (Non Capitalized)	$0	$131,310	$18,362	$34,371	$90,289	$85,949
		Total For 6500 (Instructional-Related Technology)	$0	$156,336	$49,952	$73,448	$148,648	$153,128
7100 - Board								
7100	310	Board - Professional and Technical Services	$12,500	$7,500	$3,500	$4,000	$3,500	$3,500
7100	320	Board - Insurance and Bond Premiums	$0	$21,420	$27,540	$34,398	$51,973	$60,438
7100	510	Board - Supplies	$500	$500	$500	$500	$500	$500
		Total For 7100 (Board)	$13,000	$29,420	$31,540	$38,898	$55,973	$64,438
7200 - General / District Administration								
7200	730	District - Dues and Fees	$0	$101,117	$101,597	$101,757	$102,332	$102,979
		Total For 7200 (General / District Administration)	$0	$101,117	$101,597	$101,757	$102,332	$102,979
7300 - School Administration								
7300	110	Admin - Administrator Salaries	$72,500	$150,000	$153,000	$156,060	$159,181	$162,365
7300	160	Admin - Other Support Personnel	$22,500	$117,000	$119,340	$159,181	$162,365	$165,612
7300	210	Admin - Retirement	$1,069	$3,004	$3,064	$3,546	$3,617	$3,690
7300	220	Admin - FICA	$7,268	$20,426	$20,834	$24,116	$24,598	$25,090
7300	230	Admin - Group Insurance	$3,312	$16,560	$18,216	$24,045	$26,450	$29,095
7300	240	Admin - Worker's Compensation	$1,188	$3,338	$3,404	$3,941	$4,019	$4,100
7300	250	Admin - Unemployment Compensation	$567	$1,080	$1,080	$1,296	$1,296	$1,296
7300	310	Admin - Professional and Technical Services	$0	$604,508	$701,991	$951,005	$1,424,839	$1,648,754
7300	360	Admin - Rentals	$180	$15,140	$18,939	$23,140	$35,443	$40,728
7300	370	Admin - Communications	$0	$3,570	$4,590	$5,790	$8,835	$10,375
7300	390	Admin - Other Purchased Services	$0	$4,760	$6,120	$7,720	$11,779	$13,833
7300	510	Admin - Supplies	$0	$10,472	$13,464	$16,983	$25,915	$30,434
7300	622	Admin - AV Materials (Non Capitalized)	$0	$1,904	$2,448	$3,088	$4,712	$5,533
7300	642	Admin - Furniture, Fixtures (Non Capitalized)	$0	$5,000	$0	$0	$0	$0
7300	644	Admin - Computer Hardware (Non Capitalized)	$1,380	$12,221	$1,000	$1,948	$4,351	$10,669
7300	730	Admin - Dues and Fees	$0	$1,904	$2,448	$3,088	$4,712	$5,533
7300	750	Admin - Other Personnel Services	$420	$700	$700	$840	$840	$840
		Total For 7300 (School Administration)	$110,383	$971,586	$1,070,638	$1,385,787	$1,902,952	$2,157,947
7400 - Facilities Acquisition								
7400	360	AquireFacility - Rentals		$622,688	$786,016	$972,312	$1,452,088	$1,671,560
		Total For 7400 (Facilities Acquisition)	$0	$622,688	$786,016	$972,312	$1,452,088	$1,671,560
7500 - Fiscal Services								
7500	310	Fiscal - Professional and Technical Services	$0	$55,600	$68,160	$82,523	$119,490	$136,459
		Total For 7500 (Fiscal Services)	$0	$55,600	$68,160	$82,523	$119,490	$136,459

7600 - Food Services

7600	160	Lunch - Other Support Personnel	$0	$9,738	$9,935	$10,131	$10,334	$10,541
7600	210	Lunch - Retirement	$0	$110	$112	$114	$116	$119
7600	220	Lunch - FICA	$0	$745	$760	$775	$791	$806
7600	240	Lunch - Worker's Compensation	$0	$122	$124	$127	$129	$132
7600	250	Lunch - Unemployment Compensation	$0	$216	$216	$216	$216	$216
7600	510	Lunch - Supplies	$0	$4,284	$5,400	$6,678	$9,990	$11,502
7600	570	Lunch - Food	$0	$149,409	$188,640	$233,523	$350,118	$403,146
7600	641	Lunch - Furniture, Fixtures-Capitalized	$0	$1,500	$1,000	$1,000	$1,000	$1,000
7600	642	Lunch - Furniture, Fixtures (Non Capitalized)	$0	$13,900	$3,600	$4,200	$10,700	$4,900
7600	644	Lunch - Computer Hardware (Non Capitalized)	$0	$750	$0	$0	$0	$0
7600	690	Lunch - Computer Software	$0	$500	$510	$520	$531	$541
7600	750	Lunch - Other Personnel Services	$0	$140	$140	$140	$140	$140
		Total For 7600 (Food Services)	$0	$181,414	$210,436	$257,423	$384,065	$433,043

7720 - Information Services

7720	310	InfServ - Professional and Technical Services	$7,500	$1,250	$1,250	$1,250	$1,250	$1,250
7720	390	InfServ - Other Purchased Services	$5,000	$600	$600	$600	$600	$600
		Total For 7720 (Information Services)	$12,500	$1,850	$1,850	$1,850	$1,850	$1,850

7800 - Pupil Transportation

7800	160	Trans - Other Support Personnel	$0	$28,950	$45,126	$45,787	$78,745	$80,121
7800	210	Trans - Retirement	$0	$326	$508	$515	$886	$901
7800	220	Trans - FICA	$0	$2,215	$3,452	$3,503	$6,024	$6,129
7800	240	Trans - Worker's Compensation	$0	$362	$564	$572	$984	$1,002
7800	250	Trans - Unemployment Compensation	$0	$432	$648	$648	$1,080	$1,080
7800	310	Trans - Professional and Technical Services	$0	$4,800	$7,200	$7,200	$9,600	$12,000
7800	390	Trans - Other Purchased Services	$0	$6,000	$6,060	$6,121	$6,182	$6,244
7800	460	Trans - Gas / Fuel	$0	$300	$473	$662	$1,042	$1,459
7800	651	Trans - Buses	$0	$24,722	$37,083	$37,083	$49,444	$61,805
7800	750	Trans - Other Personnel Services	$0	$280	$420	$420	$700	$700
		Total For 7800 (Pupil Transportation)	$0	$68,386	$101,533	$102,510	$154,687	$171,440

7900 - Operation of Plant

7900	160	Facility - Other Support Personnel	$0	$116,389	$187,567	$191,318	$290,653	$345,176
7900	210	Facility - Retirement	$0	$1,309	$2,110	$2,152	$3,270	$3,883
7900	220	Facility - FICA	$0	$8,904	$14,349	$14,636	$22,235	$26,406
7900	230	Facility - Group Insurance	$0	$6,624	$14,573	$16,030	$26,450	$33,944
7900	240	Facility - Worker's Compensation	$0	$1,455	$2,345	$2,391	$3,633	$4,315
7900	250	Facility - Unemployment Compensation	$0	$648	$864	$864	$1,296	$1,512
7900	320	Facility - Insurance and Bond Premiums	$0	$18,360	$32,044	$38,911	$39,689	$72,317
7900	350	Facility - Repairs and Maintenance	$0	$2,500	$2,550	$2,601	$2,653	$2,706
7900	370	Facility - Communications	$0	$12,000	$12,240	$12,485	$12,734	$12,989

7900	380	Facility - Public Utilities	$0	$7,616	$9,792	$12,352	$18,847	$22,134
7900	390	Facility - Other Purchased Services	$0	$38,820	$59,250	$70,279	$75,839	$121,686
7900	430	Facility - Electricity	$0	$22,680	$39,584	$48,066	$49,028	$89,333
7900	510	Facility - Supplies	$0	$11,900	$15,300	$19,299	$29,449	$34,584
7900	750	Facility - Other Personnel Services	$0	$420	$560	$560	$840	$980
		Total For 7900 (Operation of Plant)	$0	$249,625	$393,127	$431,945	$576,616	$771,964
9100 - Community Service								
9100	160	ComSrv - Other Support Personnel	$0	$17,730	$20,150	$22,665	$23,115	$23,578
9100	210	ComSrv - Retirement	$0	$199	$227	$255	$260	$265
9100	220	ComSrv - FICA	$0	$1,356	$1,541	$1,734	$1,768	$1,804
9100	240	ComSrv - Worker's Compensation	$0	$222	$252	$283	$289	$295
9100	250	ComSrv - Unemployment Compensation	$0	$325	$383	$444	$448	$453
9100	510	ComSrv - Supplies	$0	$1,000	$1,000	$1,000	$1,000	$1,000
9100	750	ComSrv - Other Personnel Services	$0	$420	$560	$700	$700	$700
		Total For 9100 (Community Service)	$0	$21,253	$24,113	$27,081	$27,580	$28,095
9200 - Debt Service								
9200	710	DebSrv - Principal Payment	$0	$0	$0	$204,171	$216,422	$229,407
9200	720	DebSrv - Interest Payment / Debt Service	$15,000	$39,000	$39,000	$39,000	$26,750	$13,764
		Total For 9200 (Debt Service)	$15,000	$39,000	$39,000	$243,171	$243,171	$243,171
9999 - Reserve Funds								
9999	999	Reserve - Reserve Funds	$0	$100,293	$127,001	$188,803	$284,010	$329,101
		Total For 9999 (Reserve Funds)	$0	$100,293	$127,001	$188,803	$284,010	$329,101
		Total Expenses	**$150,883**	**$4,960,556**	**$5,810,550**	**$7,350,637**	**$10,648,218**	**$12,254,444**

Budget Totals						
Total Income	$250,000	$5,021,701	$5,829,522	$7,899,305	$11,834,395	$13,693,506
Total Revenue	$150,883	$4,960,556	$5,810,550	$7,350,637	$10,648,218	$12,254,444
Net Revenue	$99,117	$61,146	$18,972	$548,669	$1,186,177	$1,439,062
Projected Cash On Hand	$99,117	$160,263	$179,235	$727,903	$1,914,081	$3,353,143

ATTACHMENT Y

Proposed Startup Budget

North River Charter Academy

Year One Cash Flow Projections

Func	Obj	Description	Year 1 Cash Flow	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Income															
FEFP Calculations															
3310-01		Baes FEFP Funding	$2,717,963	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497	$226,497
3310-02		FEFP - ESE Guaranteed Allocation	$64,158	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347	$5,347
3310-03		FEFP - Supplemental Academic Instruction	$121,274	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106	$10,106
3310-05		FEFP - Safe Schools Allocation	$42,635	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553	$3,553
3310-08		FEFP - Mental Health Assistance Allocation	$27,097	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258	$2,258
3310-12		FEFP - Discretionary Local Effort	$456,859	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072	$38,072
3310-15		FEFP - Student Transportation Funds	$76,704	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392	$6,392
3355		Class Size Reducation Allocations	$505,036	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086	$42,086
		FEFP Subtotals	$4,011,725	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310	$334,310
School Lunch Program															
3261		NSLP - School Lunch Reimbursement	$53,136	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428	$4,428
3262		NSLP - School Breakfast Reimbursement	$4,320	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360
3451		Selling Student Lunches	$98,352	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196	$8,196
3452		Selling Student Breakfasts	$20,232	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686	$1,686
		School Lunch Program Subtotals	$176,040	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670	$14,670
Other Income Sources															
3473		School-Age Child Care Fees	$45,000	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750
3495		Other Miscellaneous Local Sources	$388,936	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411	$32,411
3720		Loan Proceeds	$400,000	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333	$33,333
			$833,936	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495	$69,495
		Total Income	**$5,021,701**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**	**$418,475**
			$0												
			$0												
Expenses															
5100 - Basic Instruction															
5100	120	Instr - Classroom Teacher Salaries	$1,430,000	$0	$0	$143,000	$143,000	$143,000	$143,000	$143,000	$143,000	$143,000	$143,000	$143,000	$143,000
5100	130	Instr - Other Certified Staff Member	$176,000	$0	$0	$17,600	$17,600	$17,600	$17,600	$17,600	$17,600	$17,600	$17,600	$17,600	$17,600
5100	140	Instr - Substitute Teachers	$30,720	$0	$0	$3,072	$3,072	$3,072	$3,072	$3,072	$3,072	$3,072	$3,072	$3,072	$3,072
5100	210	Instr - Retirement	$18,413	$0	$0	$1,841	$1,841	$1,841	$1,841	$1,841	$1,841	$1,841	$1,841	$1,841	$1,841
5100	220	Instr - FICA	$125,209	$0	$0	$12,521	$12,521	$12,521	$12,521	$12,521	$12,521	$12,521	$12,521	$12,521	$12,521
5100	230	Instr - Group Insurance	$96,048	$0	$0	$9,605	$9,605	$9,605	$9,605	$9,605	$9,605	$9,605	$9,605	$9,605	$9,605
5100	240	Instr - Worker's Compensation	$20,459	$0	$0	$2,046	$2,046	$2,046	$2,046	$2,046	$2,046	$2,046	$2,046	$2,046	$2,046
5100	250	Instr - Unemployment Compensation	$7,309	$0	$0	$731	$731	$731	$731	$731	$731	$731	$731	$731	$731
5100	360	Instr - Rentals	$58,297	$0	$0	$5,830	$5,830	$5,830	$5,830	$5,830	$5,830	$5,830	$5,830	$5,830	$5,830
5100	510	Instr - Supplies	$38,080	$14,280	$14,280	$952	$952	$952	$952	$952	$952	$952	$952	$952	$952
5100	520	Instr - Textbooks	$169,390	$84,695	$84,695	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5100	610	Instr - Library Books	$4,880	$1,830	$1,830	$122	$122	$122	$122	$122	$122	$122	$122	$122	$122
5100	644	Instr - Computer Hardware (Non Capitalized)	$14,867	$7,434	$7,434	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
5100	730	Instr - Dues and Fees	$476	$0	$0	$48	$48	$48	$48	$48	$48	$48	$48	$48	$48
5100	750	Instr - Other Personnel Services	$4,760	$0	$0	$476	$476	$476	$476	$476	$476	$476	$476	$476	$476
		Total For 5100 (Basic Instruction)	$2,194,909	$108,238	$108,238	$197,843	$197,843	$197,843	$197,843	$197,843	$197,843	$197,843	$197,843	$197,843	$197,843
5200 - Exceptional Education															
5200	120	ESE - Classroom Teacher Salaries	$110,000	$0	$0	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000	$11,000
5200	210	ESE - Retirement	$1,238	$0	$0	$124	$124	$124	$124	$124	$124	$124	$124	$124	$124
5200	220	ESE - FICA	$8,415	$0	$0	$842	$842	$842	$842	$842	$842	$842	$842	$842	$842
5200	230	ESE - Group Insurance	$6,624	$0	$0	$662	$662	$662	$662	$662	$662	$662	$662	$662	$662
5200	240	ESE - Worker's Compensation	$1,375	$0	$0	$138	$138	$138	$138	$138	$138	$138	$138	$138	$138
5200	250	ESE - Unemployment Compensation	$432	$0	$0	$43	$43	$43	$43	$43	$43	$43	$43	$43	$43
5200	310	ESE - Professional and Technical Services	$19,440	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620	$1,620
5200	510	ESE - Supplies	$855	$321	$321	$21	$21	$21	$21	$21	$21	$21	$21	$21	$21
5200	750	ESE - Other Personnel Services	$280	$0	$0	$28	$28	$28	$28	$28	$28	$28	$28	$28	$28
		Total For 5200 (Exceptional Education)	$148,659	$1,941	$1,941	$14,478	$14,478	$14,478	$14,478	$14,478	$14,478	$14,478	$14,478	$14,478	$14,478
6200 - Instructional Media Services															
6200	510	MediaC. - Supplies	$2,380	$893	$893	$60	$60	$60	$60	$60	$60	$60	$60	$60	$60
		Total For 6200 (Instructional Media Services)	$2,380	$893	$893	$60	$60	$60	$60	$60	$60	$60	$60	$60	$60

6400 - Instructional Staff Training																	
6400	140	ProfDev - Substitute Teachers	$1,920	$0	$0	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192
6400	210	ProfDev - Retirement	$22	$0	$0	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
6400	220	ProfDev - FICA	$147	$0	$0	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15
6400	240	ProfDev - Worker's Compensation	$24	$0	$0	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
6400	250	ProfDev - Unemployment Compensation	$52	$0	$0	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5
6400	310	ProfDev - Professional and Technical Services	$8,750	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729	$729
6400	330	ProfDev - Travel	$350	$0	$0	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35
6400	510	ProfDev - Supplies	$500	$188	$188	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13
6400	750	ProfDev - Other Personnel Services	$560	$0	$0	$56	$56	$56	$56	$56	$56	$56	$56	$56	$56	$56	$56
		Total For 6400 (Instructional Staff Training)	$12,324	$917	$917	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049	$1,049
6500 - Instructional-Related Technology																	
6500	310	EdTech - Professional and Technical Services	$25,026	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085
6500	644	EdTech - Computer Hardware (Non Capitalized)	$120,345	$60,173	$60,173	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		Total For 6500 (Instructional-Related Technology)	$145,371	$62,258	$62,258	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085	$2,085
7100 - Board																	
7100	310	Board - Professional and Technical Services	$7,500	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625
7100	320	Board - Insurance and Bond Premiums	$21,420	$10,710	$10,710	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7100	510	Board - Supplies	$500	$188	$188	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13
		Total For 7100 (Board)	$29,420	$11,523	$11,523	$638	$638	$638	$638	$638	$638	$638	$638	$638	$638	$638	$638
7200 - General / District Administration																	
7200	730	District - Dues and Fees	$101,117	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426
		Total For 7200 (General / District Administration)	$101,117	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426	$8,426
7300 - School Administration																	
7300	110	Admin - Administrator Salaries	$150,000	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500
7300	160	Admin - Other Support Personnel	$117,000	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750	$9,750
7300	210	Admin - Retirement	$3,004	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250
7300	220	Admin - FICA	$20,426	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702	$1,702
7300	230	Admin - Group Insurance	$16,560	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380	$1,380
7300	240	Admin - Worker's Compensation	$3,338	$278	$278	$278	$278	$278	$278	$278	$278	$278	$278	$278	$278	$278	$278
7300	250	Admin - Unemployment Compensation	$1,080	$90	$90	$90	$90	$90	$90	$90	$90	$90	$90	$90	$90	$90	$90
7300	310	Admin - Professional and Technical Services	$604,508	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376	$50,376
7300	360	Admin - Rentals	$15,140	$0	$0	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514	$1,514
7300	370	Admin - Communications	$3,570	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298
7300	390	Admin - Other Purchased Services	$4,760	$397	$397	$397	$397	$397	$397	$397	$397	$397	$397	$397	$397	$397	$397
7300	510	Admin - Supplies	$10,472	$3,927	$3,927	$262	$262	$262	$262	$262	$262	$262	$262	$262	$262	$262	$262
7300	622	Admin - AV Materials (Non Capitalized)	$1,904	$952	$952	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7300	642	Admin - Furniture, Fixtures (Non Capitalized)	$5,000	$2,500	$2,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7300	644	Admin - Computer Hardware (Non Capitalized)	$10,827	$5,414	$5,414	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7300	730	Admin - Dues and Fees	$1,904	$0	$0	$190	$190	$190	$190	$190	$190	$190	$190	$190	$190	$190	$190
7300	750	Admin - Other Personnel Services	$700	$0	$0	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70
		Total For 7300 (School Administration)	$970,192	$89,813	$89,813	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057	$79,057
7400 - Facilities Acquisition																	
7400	360	AquireFacility - Rentals	$622,688	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891
		Total For 7400 (Facilities Acquisition)	$622,688	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891	$51,891
7500 - Fiscal Services																	
7500	310	Fiscal - Professional and Technical Services	$55,600	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$20,850	$20,850
		Total For 7500 (Fiscal Services)	$55,600	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$1,390	$20,850	$20,850
7600 - Food Services																	
7600	160	Lunch - Other Support Personnel	$9,738	$0	$0	$974	$974	$974	$974	$974	$974	$974	$974	$974	$974	$974	$974
7600	210	Lunch - Retirement	$110	$0	$0	$11	$11	$11	$11	$11	$11	$11	$11	$11	$11	$11	$11
7600	220	Lunch - FICA	$745	$0	$0	$74	$74	$74	$74	$74	$74	$74	$74	$74	$74	$74	$74
7600	240	Lunch - Worker's Compensation	$122	$0	$0	$12	$12	$12	$12	$12	$12	$12	$12	$12	$12	$12	$12
7600	250	Lunch - Unemployment Compensation	$216	$0	$0	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22
7600	510	Lunch - Supplies	$4,284	$1,607	$1,607	$107	$107	$107	$107	$107	$107	$107	$107	$107	$107	$107	$107
7600	570	Lunch - Food	$149,409	$0	$0	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941	$14,941
7600	641	Lunch - Furniture, Fixtures-Capitalized	$1,500	$750	$750	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7600	642	Lunch - Furniture, Fixtures (Non Capitalized)	$13,900	$6,950	$6,950	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7600	644	Lunch - Computer Hardware (Non Capitalized)	$750	$375	$375	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7600	690	Lunch - Computer Software	$500	$188	$188	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13	$13
7600	750	Lunch - Other Personnel Services	$140	$0	$0	$14	$14	$14	$14	$14	$14	$14	$14	$14	$14	$14	$14
		Total For 7600 (Food Services)	$181,414	$9,869	$9,869	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168	$16,168

7720 - Information Services																	
7720	310	InfServ - Professional and Technical Services	$1,250	$104	$104	$104	$104	$104	$104	$104	$104	$104	$104	$104	$104	$104	$104
7720	390	InfServ - Other Purchased Services	$600	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50
		Total For 7720 (Information Services)	$1,850	$154	$154	$154	$154	$154	$154	$154	$154	$154	$154	$154	$154	$154	$154
7800 - Pupil Transportation																	
7800	160	Trans - Other Support Personnel	$28,950	$0	$0	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895	$2,895
7800	210	Trans - Retirement	$326	$0	$0	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33
7800	220	Trans - FICA	$2,215	$0	$0	$221	$221	$221	$221	$221	$221	$221	$221	$221	$221	$221	$221
7800	240	Trans - Worker's Compensation	$362	$0	$0	$36	$36	$36	$36	$36	$36	$36	$36	$36	$36	$36	$36
7800	250	Trans - Unemployment Compensation	$432	$0	$0	$43	$43	$43	$43	$43	$43	$43	$43	$43	$43	$43	$43
7800	310	Trans - Professional and Technical Services	$4,800	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400
7800	390	Trans - Other Purchased Services	$6,000	$0	$0	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600
7800	460	Trans - Gas / Fuel	$300	$0	$0	$30	$30	$30	$30	$30	$30	$30	$30	$30	$30	$30	$30
7800	651	Trans - Buses	$24,722	$24,722	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7800	750	Trans - Other Personnel Services	$280	$0	$0	$28	$28	$28	$28	$28	$28	$28	$28	$28	$28	$28	$28
		Total For 7800 (Pupil Transportation)	$68,386	$25,122	$400	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286	$4,286
7900 - Operation of Plant																	
7900	160	Facility - Other Support Personnel	$116,389	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699	$9,699
7900	210	Facility - Retirement	$1,309	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109	$109
7900	220	Facility - FICA	$8,904	$742	$742	$742	$742	$742	$742	$742	$742	$742	$742	$742	$742	$742	$742
7900	230	Facility - Group Insurance	$6,624	$552	$552	$552	$552	$552	$552	$552	$552	$552	$552	$552	$552	$552	$552
7900	240	Facility - Worker's Compensation	$1,455	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121
7900	250	Facility - Unemployment Compensation	$648	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54
7900	320	Facility - Insurance and Bond Premiums	$18,360	$9,180	$9,180	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
7900	350	Facility - Repairs and Maintenance	$2,500	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208
7900	370	Facility - Communications	$12,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
7900	380	Facility - Public Utilities	$7,616	$635	$635	$635	$635	$635	$635	$635	$635	$635	$635	$635	$635	$635	$635
7900	390	Facility - Other Purchased Services	$38,820	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235	$3,235
7900	430	Facility - Electricity	$22,680	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890	$1,890
7900	510	Facility - Supplies	$11,900	$4,463	$4,463	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298
7900	750	Facility - Other Personnel Services	$420	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35	$35
		Total For 7900 (Operation of Plant)	$249,625	$31,923	$31,923	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578	$18,578
9100 - Community Service																	
9100	160	ComSrv - Other Support Personnel	$17,730	$0	$0	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773	$1,773
9100	210	ComSrv - Retirement	$199	$0	$0	$20	$20	$20	$20	$20	$20	$20	$20	$20	$20	$20	$20
9100	220	ComSrv - FICA	$1,356	$0	$0	$136	$136	$136	$136	$136	$136	$136	$136	$136	$136	$136	$136
9100	240	ComSrv - Worker's Compensation	$222	$0	$0	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22	$22
9100	250	ComSrv - Unemployment Compensation	$325	$0	$0	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33	$33
9100	510	ComSrv - Supplies	$1,000	$375	$375	$25	$25	$25	$25	$25	$25	$25	$25	$25	$25	$25	$25
9100	750	ComSrv - Other Personnel Services	$420	$0	$0	$42	$42	$42	$42	$42	$42	$42	$42	$42	$42	$42	$42
		Total For 9100 (Community Service)	$21,253	$375	$375	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050	$2,050
9200 - Debt Service																	
9200	720	DebSrv - Interest Payment / Debt Service	$39,000	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250
		Total For 9200 (Debt Service)	$39,000	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250	$3,250
9999 - Reserve Funds																	
9999	999	Reserve - Reserve Funds	$100,293	$0	$0	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029
		Total For 9999 (Reserve Funds)	$100,293	$0	$0	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029	$10,029
		Total Expenses	**$4,944,480**	**$407,982**	**$383,260**	**$411,432**	**$411,432**	**$411,432**	**$411,432**	**$411,432**	**$411,432**	**$411,432**	**$411,432**	**$411,432**	**$430,892**	**$430,892**	
		Budget Totals															
		Total Income	$5,021,701	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475	$418,475
		Expenses	$4,944,480	$407,982	$383,260	$411,432	$411,432	$411,432	$411,432	$411,432	$411,432	$411,432	$411,432	$411,432	$430,892	$430,892	
		Net Revenue	$77,221	$10,493	$35,215	$7,043	$7,043	$7,043	$7,043	$7,043	$7,043	$7,043	$7,043	$7,043	-$12,417	-$12,417	
		Projected Cash On Hand	$176,338	$109,611	$144,826	$151,869	$158,912	$165,956	$172,999	$180,042	$187,085	$194,129	$201,172	$188,755	$176,338		

North River Charter Academy

Planning Year Cash Flow Projections

Func	Obj	Description	Plng Yr Total	Dist. Meth.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Income													
Other Income Sources													
3720		Loan Proceeds	$250,000	9	$250,000	$0	$0	$0	$0	$0	$0	$0	$0
			$250,000		$250,000	$0	$0	$0	$0	$0	$0	$0	$0
		Total Income	**$250,000**		**$250,000**								
Expenses													
7100 - Board													
7100	310	Board - Professional and Technical Services	$12,500	9	$6,250	$781	$781	$781	$781	$781	$781	$781	$781
7100	510	Board - Supplies	$500	9	$250	$31	$31	$31	$31	$31	$31	$31	$31
		Total For 7100 (Board)	$13,000		$6,500	$813	$813	$813	$813	$813	$813	$813	$813
7300 - School Administration													
7300	110	Admin - Administrator Salaries	$72,500	9	$8,056	$8,056	$8,056	$8,056	$8,056	$8,056	$8,056	$8,056	$8,056
7300	160	Admin - Other Support Personnel	$22,500	9	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
7300	210	Admin - Retirement	$1,069	9	$119	$119	$119	$119	$119	$119	$119	$119	$119
7300	220	Admin - FICA	$7,268	9	$808	$808	$808	$808	$808	$808	$808	$808	$808
7300	230	Admin - Group Insurance	$3,312	9	$368	$368	$368	$368	$368	$368	$368	$368	$368
7300	240	Admin - Worker's Compensation	$1,188	9	$132	$132	$132	$132	$132	$132	$132	$132	$132
7300	250	Admin - Unemployment Compensation	$567	9	$63	$63	$63	$63	$63	$63	$63	$63	$63
7300	360	Admin - Rentals	$180	9	$180	$0	$0	$0	$0	$0	$0	$0	$0
7300	644	Admin - Computer Hardware (Non Capitalized)	$1,380	9	$1,380	$0	$0	$0	$0	$0	$0	$0	$0
7300	750	Admin - Other Personnel Services	$420	9	$47	$47	$47	$47	$47	$47	$47	$47	$47
		Total For 7300 (School Administration)	$110,383		$13,651	$12,091	$12,091	$12,091	$12,091	$12,091	$12,091	$12,091	$12,091
7720 - Information Services													
7720	310	InfServ - Professional and Technical Services	$7,500	9	$7,500	$0	$0	$0	$0	$0	$0	$0	$0
7720	390	InfServ - Other Purchased Services	$5,000	9	$5,000	$0	$0	$0	$0	$0	$0	$0	$0
		Total For 7720 (Information Services)	$12,500		$12,500	$0	$0	$0	$0	$0	$0	$0	$0
9200 - Debt Service													
9200	720	DebSrv - Interest Payment / Debt Service	$15,000	9	$0	$0	$0	$0	$0	$0	$0	$7,500	$7,500
		Total For 9200 (Debt Service)	$15,000		$0	$0	$0	$0	$0	$0	$0	$7,500	$7,500
		Total Expenses	**$150,883**		**$32,651**	**$12,904**	**$12,904**	**$12,904**	**$12,904**	**$12,904**	**$12,904**	**$20,404**	**$20,404**
		Budget Totals											
		Total Income	$250,000		$250,000	$0	$0	$0	$0	$0	$0	$0	$0
		Expenses	$150,883		$32,651	$12,904	$12,904	$12,904	$12,904	$12,904	$12,904	$20,404	$20,404
		Net Revenue	$99,117		$217,349	-$12,904	-$12,904	-$12,904	-$12,904	-$12,904	-$12,904	-$20,404	-$20,404
		Projected Cash On Hand	$99,117		$217,349	$204,445	$191,541	$178,637	$165,733	$152,829	$139,925	$119,521	$99,117

ATTACHMENT Z

Not Applicable

ADDENDUM B

Education Service Providers

Addendum B: EDUCATION SERVICE PROVIDERS

An Education Service Provider (ESP) is an organization, either for-profit or nonprofit, that contracts with a charter school or a network of charter schools to provide comprehensive educational and business services. In addition to Addendum B, applicants must also complete Form IEPC-M1A if the governing board plans to contract with an ESP. The following section allows the applicant to demonstrate the ESP's track record of success and its ability to provide services for a new school(s).

ESP Selection

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.

The NRCA Board of Directors are community volunteers with experience and backgrounds in Education, Banking and Business. The application process, facility acquisition, opening and operating a new charter school are all very arduous undertakings, especially for community volunteers who already have successful full-time careers. The NRCA Board of Directors has a strong desire to open an additional charter school in the Parrish community and has decided to contract with experts in the opening and managing charter schools in the state of Florida. Selecting a management company with a proven track record of accomplishment to assist and support in every aspect of this process will ensure that the community receives another school of choice consistent with the guidelines of the FLDOE.

B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.

The NRCA Board of Directors selected FORZA Education Management as their Educational Service Provider because of their successful opening and operation of Gulf Coast Charter Academy South, Oak Creek Charter School of Bonita Springs, and Parrish Charter Academy. Each of these schools are in Florida and include Board members that sit on the current NRCA Board. FORZA is a smaller management company with a more amical and personable approach, which is one of many reasons the Board is attracted to this company. In addition, they chose FORZA due to the extensive services this ESP provides coupled with the overall affordability of those services. The NRCA Board has monitored FORZA's progress in successfully opening and operating Gulf Coast Charter Academy South since 2013 and has witnessed first-hand, the successful acquisition and turnaround of Oak Creek Charter School of Bonita Springs in 2016, and the opening of Parrish Charter Academy in 2019. Moreover, they have been attentive in witnessing FORZA's continued growth and success each successive year in every area due to the services that are provided. In addition, FORZA assists schools with start-up expenditures by disbursing funds for all start-up costs, thereby relieving the school from any loans or indebtedness during the first year of operation. On the contrary, this Board has also witnessed other Management Companies' presentations that offer loans to the school for said start-up expenses. The Board is satisfied with the management services FORZA provides and the fee related to those amenities. The NRCA Board firmly believes that FORZA will be an asset and will successfully assist with the opening and effective operation of NRCA.

FORZA provides a level of comprehensive and effective management services that affords the school leadership team, faculty, and staff the opportunity to focus on educational goals, effective instructional leadership, and the art of teaching. This team approach is enhanced even more by the ability to exercise site-

based management and decision-making which fosters effective and strategic planning involving key stakeholders of NRCA.

Additional information can be found at *www.forzaedu.com*

C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.

The members of the NRCA Board of Director's have worked with FORZA Education Management at three other school in Florida. The Board continues to monitor any new employees with the company as well as the academic and financial status of each of the other schools.

D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

The NRCA Board continues to monitor FORZA's successful management of Gulf Coast Charter Academy South, Oak Creek Charter Schools of Bonita Springs, and Parrish Charter Academy. As stated, the NRCA Board is pleased with FORZA's strategic plan to employ additional personnel as they continue to open additional schools. The Board firmly believes that FORZA can continue to successfully carry out the functions necessary to operate high quality charter schools. This is evident in the financial and academic success of each of its three schools and successful charter renewals within Lee and Collier County. The Manatee charter school review committee and School Board Members of the Manatee County School District are invited to any of the schools referenced above, at their convenience, to tour the building and meet with faculty and staff to view first-hand the quality learning environment that was created by FORZA. As an additional sign of its strength and reputation, FORZA was approached by another management company to take over one of its failing schools, which is did in 2016 with the acquisition of Oak Creek Charter School of Bonita Springs, formally Bonita Springs Prep and Fitness.

ESP Background

A. Provide the mission of the ESP and an overview of the organization's strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.

FORZA is made up of a professional team that provides services and solutions for every aspect of charter school establishment and operation. FORZA ensures that the school's Governing Board has complete autonomy and control over its school which includes input regarding their academic program, staffing needs and curriculum. FORZA embraces the premise that all stakeholders are part of the decision-making process where trust and respect are an integral part of the relationship.

FORZA provides its schools with an all-inclusive collection of management services focusing on a holistic educational approach to enhance each school's optimum level of success. The motto of FORZA Education Management, which is also it's rationale for opening additional schools, is "Giving Parents a Choice and Children a Chance." FORZA firmly believes that all parents should have a choice in their child's education and that all children can learn and be successful when taught by a highly qualified caring staff within a quality learning environment.

The FORZA leadership team is sensitive to the educational needs of children and puts those needs first when making organizational decisions. FORZA is aware that a business must be financially secure; however, instead of following a rigid business design, it supports the faculty/staff of a school, with its primary mission being the welfare of the students. Enhancing the educational experience and process is the driving force behind organizational decisions. FORZA operates with the bottom line of — whatever is in the best interest of the children, faculty, and staff as well as the families that are served. FORZA does not have any other plans to open any other schools at this time but will open a Child Development Center on the campus of North River Charter Academy.

A. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

Chuck S. Malatesta (CEO) has been in the field of Charter Education for many years and opened FORZA Education Management, LLC in 2013. This company has created and embraced an eclectic and new management style that believes: "Parents should have a choice and students should have a chance." Between 2013 and 2022, FORZA has assisted in the opening of three successful charter schools and four Child Development Centers and has grown to add two Regional Vice Presidents, William Staros Jr., and Jose Rubio. It currently employs a Grants Specialist, NSLP Coordinator, Director of Marketing, and an Assistant Grants and Marketing Specialist.

Charles (Chuck) Malatesta, is a lifelong educator who has worked to improve education throughout his entire career at every level of education as a Teacher, Coach, Dean of Students, (AP) University professor and Administrator, Principal, Regional Vice President of company operations, and opened several charter schools in the State respectively. He also has experience in Private/Parochial, traditional public, and charter school settings.

Mr. Malatesta's passion for education commenced when he was a high school student at the Salesianum School in Wilmington, Delaware. He distinguished himself as a scholar athlete. It was at Salesianum, that Mr. Malatesta began to exercise his abilities as a leader. He was elected captain of the swimming team, which led to a third State Championship in four years, as an All-State swimmer. After graduation, Mr. Malatesta pursued his education at Florida Atlantic University, where he was awarded a swimming scholarship and majored in history education. He later transferred to the University of Delaware where he earned his Bachelor of Science in Health and Exercise Science. Subsequently, he began teaching and coaching at the Charter School of Wilmington where he was recognized as State and National Coach of the Year in 2000. His love of education propelled him further ahead as he earned a master's degree from Wilmington University in Educational Leadership/Administration in 2003. Mr. Malatesta served as Dean of Students at Bishop Verot High School, and a university administrator in the College of Education at Florida Gulf Coast University and St. Petersburg College. He has been the principal of two charter schools and assisted in the application process for an approved charter high school. Mr. Malatesta was a Regional Vice President for a large management company and was responsible for establishing and enhancing relationships with school district personnel, reviewing areas of need for potential new charter schools, building acquisitions, overseeing all schools in the region, including each school's academic performance and financials. He brings value added and experiences to FORZA LLC, and firmly believes that "All Children Can Learn," and be successful when taught by a highly qualified caring staff within a quality learning environment.

FORZA is a new type of Education Management Company that has removed the authoritarian and cold autocratic leadership style and replaced it with a warm, democratic, and more personable and collaborative approach. Additional information regarding FORZA's organizational chart and future organizational chart can be found in attachments BB. and CC.

ESP Track Record

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school. If the ESP intends to build capacity and add positions during the term of this proposed charter school, include an organizational chart of the proposed growth within the ESP leadership structure as Attachment CC.

The organizational capacity to open and operate high quality charter schools in Florida is evident by the successful opening and operation of Gulf Coast Charter Academy South and Parrish Charter Academy, as well as the takeover and turnaround of Oak Creek Charter School of Bonita Springs. Additional information regarding the growth plan for FORZA can be found above in the ESP sections B, D along with the ESP organization chart for anticipated growth which can be found in attachment CC, as requested. As FORZA continues to grow and open more schools, additional positions mentioned in attachment CC will be added to assist and support all its schools. FORZA has opened and operated a very successful Child Development Center in Naples, Bonita Springs, and two centers in Parrish. This will be a tremendous asset to the communities and a great feeder program for the charter schools.

A. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A, which can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference and attach as Attachment DD.

See Attachment DD

B. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's demonstrated academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).

See Attachment DD

C. List and explain any management contract terminations as well as any charter revocations, non-renewals, withdrawals, or non-openings that the ESP has experienced in the past five (5) years.

N/A

Legal Relationships

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.

The relationship between NRCA and FORZA is based on the terms of the Management Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor

and not as business partners, joint venture, agent, or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees, and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents, and subcontractors.

No Related Parties or Common Control. FORZA will not have any role or relationship with the School that, in effect, substantially limits NRCA's ability to exercise its rights, including termination rights, under the Management Agreement. NRCA and FORZA will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

The Governing Board termination information can be found in the Management Agreement under the termination section.

A. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[4] with or owned in whole or in part by the ESP. If so, identify the nature of those entities' business activities and describe how the governing board will ensure that any such relationships will not pose a conflict of interest or hinder the board's authority or ability to terminate the contract with the ESP.

The school will not have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated with or owned in whole or in part by the ESP.

B. Explain the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.

FORZA will partner with the NRCA board to assist in determining staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer, and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under the Management Agreement, all within the financial constraints of the school Budget approved by the Board.

NRCA and FORZA acknowledge and agree that the accountability of FORZA to NRCA is an essential foundation of the agreement between NRCA and FORZA. In addition, the responsibility of the administrator of NRCA is critical to the success of NRCA. The NRCA Board and FORZA will work together to select and supervise the Principal and hold the Principal accountable for the success of NRCA. The employment contract with the Principal, and the duties and compensation of the School Leader shall be determined by the NRCA Board. The Principal and FORZA, in turn, will have similar authority to select and hold accountable the teachers at NRCA.

FORZA and the Principal will work together to select the teachers and support staff for employment. FORZA and the Principal will determine the number and assignments of such teachers. Teachers may work at NRCA on a full or part time basis. Each teacher assigned to NRCA will be highly qualified in his or her grade levels and subject areas, hold a valid teaching certificate issued by the Florida Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations.

The NRCA Board will receive monthly or bi-monthly reports from the Principal and FORZA regarding the operation and management of the school. In addition, the NRCA Board will complete an annual evaluation on the ESP with input from the Principal.

A. If the school's governing board intends to enter into a financing agreement (promissory notes, loans, leases, lease-purchase agreements, other negotiable instruments, or any other facility or financing relationships) with the ESP:

- **Ensure that such agreements are or will be separately documented and not part of or incorporated in the school management contract and do not hinder the governing board's authority and practical ability to terminate the management agreement and continue operation of the school.**
- **Provide evidence that the agreement was or will be reviewed by the governing board's independent legal counsel or attorney and subject to a fair market analysis.**
- **Describe how such agreements will be repaid. Repayments should be reflected in the budget.**

N/A

Organizational Structure

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.

Setting Performance Goals
Selecting Curriculum
Selecting Professional Development programs
Data Management & Selecting Interim Assessments
Determining Promotion Criteria
Setting a School Culture
Student Recruitment
School Staff Recruitment & Hiring

Providing Human Resources (HR) services (payroll, benefits, etc.)
Fundraising
Managing Community Relations
Selecting and Providing Information Technology
Managing Facilities
Procuring Vendors
Other Operational and Administrative Services, if Applicable

The ESP main roles and responsibilities include but are not limited to:

- Feasibility studies
- Assistance with charter application
- Facility acquisition
- Compliance reporting
- Accountability
- Financial services
- Assist with fundraising
- Grants
- Marketing and enrollment
- Public relations
- Human resources
- Technology
- Curriculum planning and implementation
- Strategic planning and implementation
- Employee staff development and evaluations

The description of the services FORZA provides can be found in the Management Agreement under services. In addition, the ESP's roles and responsibilities related to financial management of the charter can also be found in the Management Agreement under financial management.

Additional information regarding a description of FORZA's services can also be found on the FORZA web page. www.forzaedu.com

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals (e.g., external evaluator, surveys, or performance data analyses)? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?

The NRCA Board will evaluate the ESP annually and prior to the renewal of a contract between the governing board and ESP. The instrument will evaluate the ESP's performance and a determination by the board on whether the ESP has met the performance criteria established by the board. The information will be presented in a notice meeting and the parents of every student shall have access to a copy of the evaluation. The school-wide achievement results that the ESP is responsible for will be determined by the school's success on the State Assessment and the academic goals achieved as presented in the school improvement plan. The Board

will also review the annual results of the parent surveys which will evaluate the school and management of the school.

The procedures for board intervention if the ESP's performance is deemed unsatisfactory can be found in the Management Agreement under termination.

A. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.

The payment schedule and early termination information is in the Management Agreement.

B. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?

Basic corporate law would not allow the management company or principal to spend anything that was not already in the budget approved by the Board. The budget would be amended as needed, if expenditures exceeded budget line items. FORZA is required to give a summary report at each board meeting, monthly or bi-monthly, which will include the school's financial performance. In addition, the accountant will provide a copy of the school's monthly financials to be included in the Financial Condition Report.

A. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the specific sections.

The term of the Management Agreement, conditions and procedures for renewal and termination of the contract can be found in the Management Agreement under TERMS. The indemnification information can be found in the Management Agreement under indemnification.

A. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

See Attachment

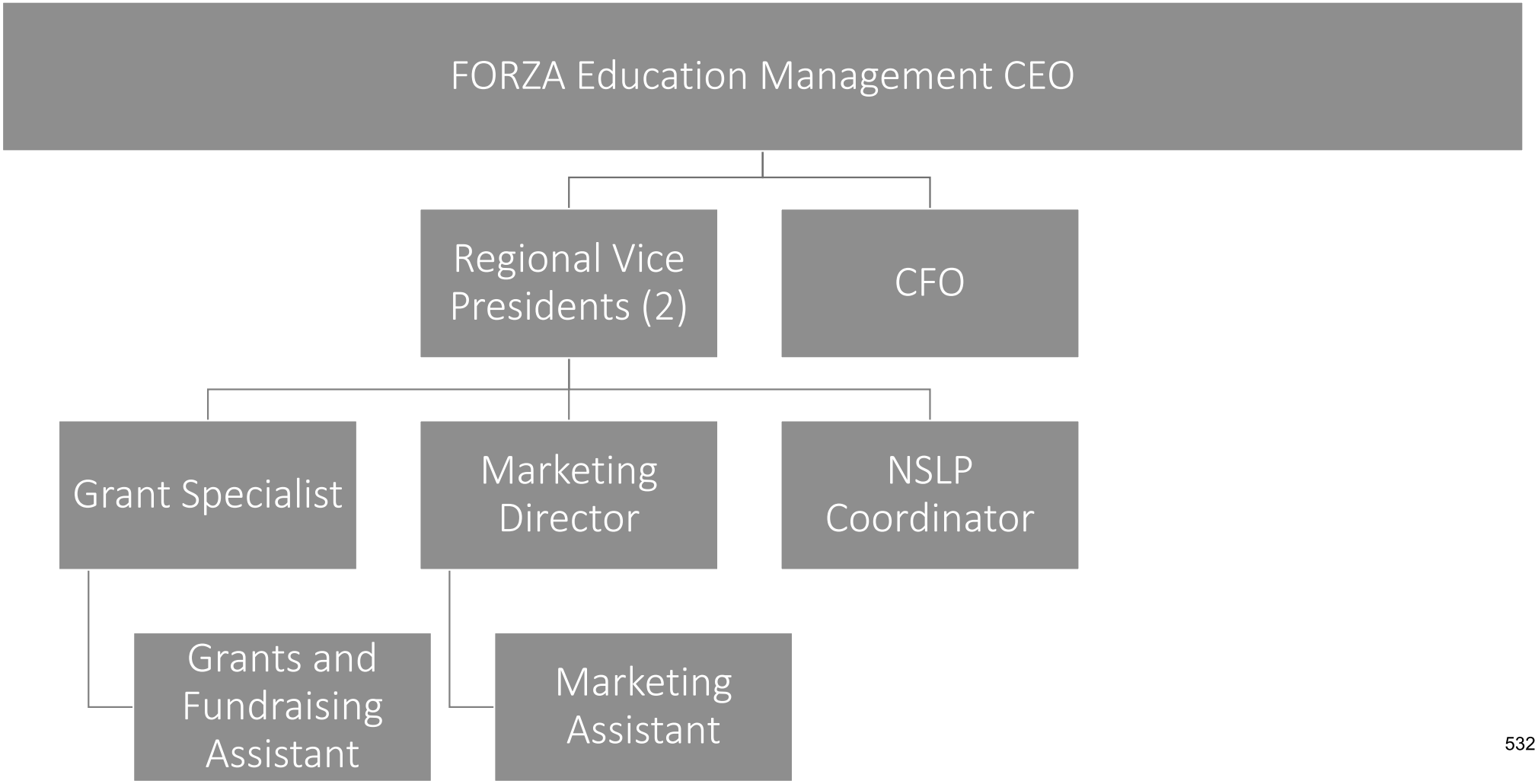
ADDENDUM AA

Not Applicable

ADDENDUM BB

ESP's organization chart

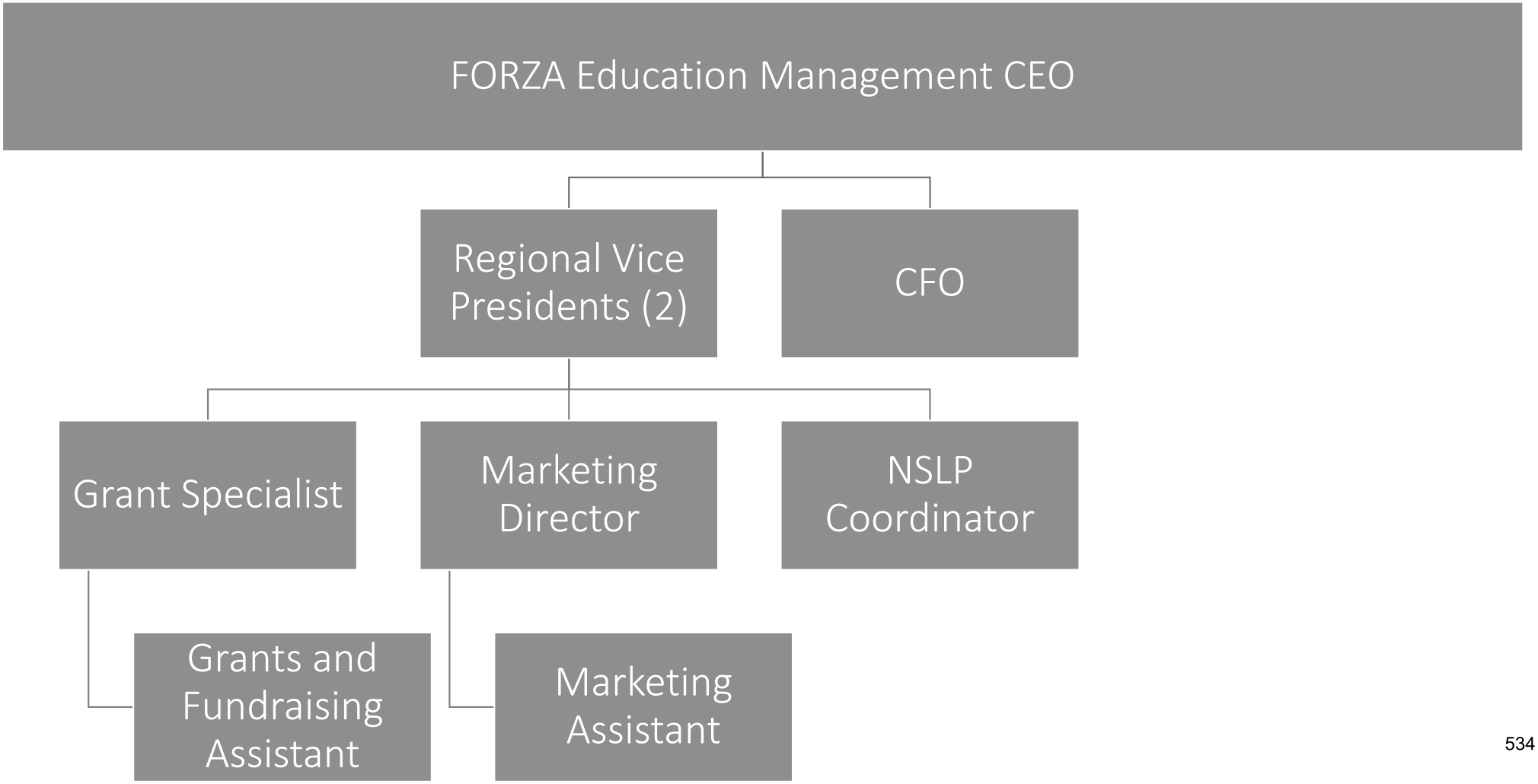
ESP Organizational Chart



ADDENDUM CC

ESP’s organization chart after any anticipated growth

ESP Organizational Chart



ADDENDUM DD

Applicant history worksheet

Applicant History Worksheet - Addendum A
Schools Currently or Previously Operated by Applicant(s)

If applicant is established governing board, use Addendum B

Enter each applicant's full name below.	Identify the leadership role the applicant held with the school. Roles may include, but are not limited to, governing board member, superintendent, principal, or administrator.				Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure, with supporting documentation if applicable.	Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
						Year 0 (Most Recent Year) 2021-2022				
Applicant Name	Role	District	School Name	MSID	Status (Active/Closed)	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Mark McCabe	President	Collier	Gulf Coast Charter Academy South	9034	Active	63.60%	B	$3,870,323	47.20%	No
Mark McCabe	President	Lee	Oak Creek Charter School of Bonita Springs	4281	Active	70.50%	C	$1,856,630	7.20%	No
Mark McCabe	President	Manatee	Parrish Charter Academy	2181	Active	37%	C	$958,269	19.30%	No
Frank Zhou	Vice President	NA	NA	NA	NA	NA	NA	NA	NA	NA
Gwen DaPore	Board Secretary	NA	NA	NA	NA	NA	NA	NA	NA	NA

Applicant History Worksheet - Addendum A
Schools Currently or Previously Operated by Applicant(s)
If applicant is established governing board, use Addendum B

Enter each applicant's full name below.	Identify the leadership role the applicant held with the school. Roles may include, but are not limited to, governing board member, superintendent, principal, or administrator.				Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in parenthesis. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by Total Revenue)	Applicant should indicate whether the independent financial audit included any of the following finding: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is Yes, please attach separate page explaining. If audit is not yet available, indicate with NA. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
							Year -1- 2020-2021		
Applicant Name	Role	District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Mark McCabe	President	Collier	Gulf Coast Charter Academy South	9034	61.10%	A	$3,051,930	41.70%	No
Mark McCabe	President	Lee	Oak Creek Charter School of Bonita Springs	4281	70.40%	NA COVID	$3,035,065	68.10%	No
Mark McCabe	President	Manatee	Parrish Charter Academy	2181	26%	B	$453,198	14.20%	No
Frank Zhou	Vice President	NA	NA	NA	NA	NA	NA	NA	NA
Gwen DaPore	Board Secretary	NA	NA	NA	NA	NA	NA	NA	NA

Applicant History Worksheet - Addendum A
Schools Currently or Previously Operated by Applicant(s)
If applicant is established governing board, use Addendum B

Enter each applicant's full name below.	Identify the leadership role the applicant held with the school. Roles may include, but are not limited to, governing board member, superintendent, principal, or administrator.				Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in parenthesis. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by Total Revenue)	Applicant should indicate whether the independent financial audit included any of the following finding: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is Yes, please attach separate page explaining. If audit is not yet available, indicate with NA. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
							Year -2- 2019-2020		
Applicant Name	Role	District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Mark McCabe	President	Collier	Gulf Coast Charter Academy South	9034	71.40%	NA COVID	$2,171,980	25.20%	No
Mark McCabe	President	Lee	Oak Creek Charter School of Bonita Springs	4281	64.40%	NA COVID	($181,761)	-4.40%	No
Mark McCabe	President	Manatee	Parrish Charter Academy	2181	17%	NA COVID	$223,613	10.70%	No
Frank Zhou	Vice President	NA	NA	NA	NA	NA	NA	NA	NA
Gwen DaPore	Board Secretary	NA	NA	NA	NA	NA	NA	NA	NA

Applicant History Worksheet - Addendum A
Schools Currently or Previously Operated by Applicant(s)
If applicant is established governing board, use Addendum B

Enter each applicant's full name below.	Identify the leadership role the applicant held with the school. Roles may include, but are not limited to, governing board member, superintendent, principal, or administrator.				Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in parenthesis. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by Total Revenue)	Applicant should indicate whether the independent financial audit included any of the following finding: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is Yes, please attach separate page explaining. If audit is not yet available, indicate with NA. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
					Year -3- 2018-2019				
Applicant Name	Role	District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Mark McCabe	President	Collier	Gulf Coast Charter Academy South	9034	61.80%	B	$2,067,447	24.00%	No
Mark McCabe	President	Lee	Oak Creek Charter School of Bonita Springs	4281	57.41%	B	$ (240,699)	-6.50%	No
Mark McCabe	President	Manatee	Parrish Charter Academy	2181	NA	NA	NA	NA	NA
Frank Zhou	Vice President	NA	NA	NA	NA	NA	NA	NA	NA
Gwen DaPore	Board Secretary	NA	NA	NA	NA	NA	NA	NA	NA

Applicant History Worksheet - Addendum A

Schools Currently or Previously Operated by Applicant(s)

If applicant is established governing board, use Addendum B

Enter each applicant's full name below.	Identify the leadership role the applicant held with the school. Roles may include, but are not limited to, governing board member, superintendent, principal, or administrator.				Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in parenthesis. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by Total Revenue)	Applicant should indicate whether the independent financial audit included any of the following finding: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is Yes, please attach separate page explaining. If audit is not yet available, indicate with NA. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
					Year -4- 2017-2018				
Applicant Name	Role	District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Mark McCabe	President	Collier	Gulf Coast Charter Academy South	9034	63.60%	A	$2,871,196	29.40%	No
Mark McCabe	President	Lee	Oak Creek Charter School of Bonita Springs	4281	54.66%	C	$ 78,918	2.30%	No
Mark McCabe	President	Manatee	Parrish Charter Academy	2181	NA	NA	NA	NA	NA
Frank Zhou	Vice President	NA	NA	NA	NA	NA	NA	NA	NA
Gwen DaPore	Board Secretary	NA	NA	NA	NA	NA	NA	NA	NA

Applicant History Worksheet - Addendum B
Schools Currently or Previously Operated by Governing Board

Form IEPC-M1A
Rule 6A-6.0786
August 2015

ENTER GOVERNING BOARD NAME HERE			Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure, with supporting documentation if applicable.	Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
				Year 0 (Most Recent Year) 2021-2022				
District	School Name	MSID	Status (Active/Closed)	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)

1767

Applicant History Worksheet - Addendum B
Schools Currently or Previously Operated by Governing Board

ENTER GOVERNING BOARD NAME HERE			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -1- 2020-2021				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)

Applicant History Worksheet - Addendum B
Schools Currently or Previously Operated by Governing Board

ENTER GOVERNING BOARD NAME HERE			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -2- 2019-2020				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)

Applicant History Worksheet - Addendum B
Schools Currently or Previously Operated by Governing Board

ENTER GOVERNING BOARD NAME HERE			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -3- 2018-2019				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)

Applicant History Worksheet - Addendum B
Schools Currently or Previously Operated by Governing Board

ENTER GOVERNING BOARD NAME HERE			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -4- 2017-2018				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)

Applicant Worksheet History - Addendum C
Schools Currently or Previously Operated by Management Company

Form IEPC-M1A
Rule 6A-6.0786
August 2015

FORZA Education Management			Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure, with supporting documentation if applicable.	Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
				Year 0 (Most Recent Year) 2021-2022				
District	School Name	MSID	Status (Active/Closed)	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Collier	Gulf Coast Charter Academy South	9034	Active	100% COVID	B	$3,870,323	47.20%	No
Lee	Oak Creek Charter School of Bonita Springs	4281	Active	100% COVID	C	$1,856,630	7.20%	No
Manatee	Parrish Charter Academy	2181	Active	100% COVID	C	$958,269	19.30%	No

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Applicant Worksheet History - Addendum C
Schools Currently or Previously Operated by Management Company

FORZA Education Management			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -1- 2020-2021				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Collier	Gulf Coast Charter Academy South	9034	100% COVID	A	$3,051,930	41.70%	No
Lee	Oak Creek Charter School of Bonita Springs	4281	100% COVID	NA COVID	$3,035,065	68.10%	No
Manatee	Parrish Charter Academy	2181	100% COVID	B	$453,198	14.20%	No

Applicant Worksheet History - Addendum C
Schools Currently or Previously Operated by Management Company

FORZA Education Management			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -2- 2019-2020				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Collier	Gulf Coast Charter Academy South	9034		NA COVID	$2,171,980	25.20%	No
Lee	Oak Creek Charter School of Bonita Springs	4281		NA COVID	($181,761)	-4.40%	No
Manatee	Parrish Charter Academy	2181		NA COVID	$223,613	10.70%	No

Applicant Worksheet History - Addendum C
Schools Currently or Previously Operated by Management Company

FORZA Education Management			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -3- 2018-2019				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Collier	Gulf Coast Charter Academy South	9034		B	$2,067,447	24.00%	No
Lee	Oak Creek Charter School of Bonita Springs	4281		B	$ (240,699)	-6.50%	No
Manatee	Parrish Charter Academy	2181	NA	NA	NA	NA	NA

Applicant Worksheet History - Addendum C
Schools Currently or Previously Operated by Management Company

FORZA Education Management			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -4- 2017-2018				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Collier	Gulf Coast Charter Academy South	9034		A	$2,871,196	29.40%	No
Lee	Oak Creek Charter School of Bonita Springs	4281		C	$ 78,918	2.30%	No
Manatee	Parrish Charter Academy	2181	NA	NA	NA	NA	NA

ADDENDUM EE

Draft contract between school and ESP



FORZA Education Management

FORZAedu.com

MANAGEMENT AGREEMENT

North River Charter Academy

This **MANAGEMENT AGREEMENT** (the "**Agreement**"), effective as of July 1, 2025 (the "**Effective Date**"), is entered into by and between **NORTH RIVER CHARTER ACADEMY, INC.**, a Florida nonprofit corporation ("**Client**"), and **FORZA EDUCATION MANAGEMENT, LLC**, a Florida limited liability company ("**Manager**").

RECITALS

WHEREAS, Client has or will submit an application to the Manatee County School Board (the "**Sponsor**") to establish a public charter school in Manatee County, Florida, which anticipates welcoming students in August 2025;

WHEREAS, Manager has extensive experience operating public charter schools and provides support level services to other nonprofit entities operating public charter schools; and

WHEREAS, Client desires for Manager to provide these services to the Charter School and Manager desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties mutually agree to be bound by the following terms:

1. **Recitals.** The forgoing recitals are true, correct and incorporated herein by reference.

2. **Definitions.**

2.1 **Applicable Laws.** The term "Applicable Laws" shall refer to all local, state, and federal laws applicable to Client and Manager.

2.2 **Board.** The term "Board" shall refer to the Board of Directors of Client.

2.3 **Charter Contract.** The term "Charter Contract" shall refer to the charter contract Client has or will enter into with the Sponsor for operation of the Charter School, as may be amended from time-to-time.

2.4 **Charter School.** The term "Charter School" shall refer to the public charter school operated by Client and known as North River Charter Academy.

2.5 **Facility.** The term "Facility" shall refer to the educational and administrative facilities of the Charter School.

2.6 **Gross Revenues.** The term "Gross Revenues" shall mean all receipts and revenues of the Charter School of whatsoever kind or nature, excluding any proceeds from borrowings undertaken by Client.

2.7 **Management Fee.** The term "Management Fee" shall refer to the fee to be paid by Client to Manager pursuant to Section 19 of this Agreement

2.8 **Principal.** The term "Principal" shall refer to principal or school leader of the Charter School.

2.9 **School Year.** The term "School Year" shall refer to August 1st through the following July 31st of each year.

2.10 **Services.** The term "Services" shall refer to the services to be provided by Manager under this Agreement, as more particularly set forth in Section 9 of this Agreement.

2.11 **Sponsor.** The term "Sponsor" shall refer to the School Board of Manatee County.

2.12 **Term.** The term "Term" shall be as set forth in Section 3 of this Agreement.

GENERAL TERMS

3. **Term.** This Agreement will be effective on the Effective Date and shall remain in effect through the last day of the Charter Contract, as the Charter Contract term may be extended or amended from time to time (the "**Term**"). This Agreement will automatically renew when the Charter Contract is renewed and remain in effect for the length of the Charter Contract term unless otherwise terminated by either party.

4. **Compliance with Applicable Laws.** Each party acknowledges that it will perform its obligations and duties under this Agreement in accordance with the Applicable Laws.

5. **Scope of Duties.** Manager's obligations to Client and rights with respect to the operation of the Charter School shall be only as expressly set forth in this Agreement. Duties not expressly set forth herein as being Manager's responsibility shall remain the sole responsibility of Client.

6. **Designation of Agents.** Only to the extent required to provide the Services, Client designates the officers and employees of Manager as agents of Client having a legitimate educational interest such that they are entitled to access educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("**FERPA**") and other applicable laws, to the extent necessary to carry out Manager's duties hereunder. Client hereby authorizes Manager to communicate with and negotiate on Client's behalf with all federal, state and local government agencies unless specifically instructed otherwise by Client.

7. **Proprietary Rights and Intellectual Property.** Client will own all proprietary rights to materials that are developed on its behalf and paid for by Client. Manager shall own all proprietary rights to systems, procedures, and other intellectual property that are developed, copyrighted, trademarked, or similarly protected by Manager that are both directly developed and paid for by Manager.

8. **No Disparagement.** The parties agree that a good working relationship involves mutual respect and decorum. Therefore, during the Term of this Agreement, no party will make (or cause or encourage anyone else to make) any disparaging, untrue, or misleading written or oral statements about or relating to the other party or about or relating to any officer, director, shareholder, agent, employee, or other person acting on such party's behalf. This provision is not intended to prevent or curtail truthful and factual statements made in order to redress issues related to performance of duties under this Agreement by either party.

RESPONSIBILITIES AND SERVICES OF MANAGER

9. **Services.** During the Term of this Agreement, Manager will provide to Client comprehensive school operation services necessary for the operation of the Charter School, including in the following areas: financial management, business administration, educational program management, legal compliance, recruitment and community outreach, human resources, and governance (collectively, the "**Services**"). The Services are more particularly described in Exhibit "A" of this Agreement. Manager agrees to diligently and competently perform the Services contemplated under this Agreement, using due care and devoting such time and attention as is reasonably necessary for the faithful performance of Manager's duties.

9.1 **Financial Management.** Manager will secure and oversee back-office accounting and financial management services to Client, including those set forth below and in Exhibit "A."

9.1.1 **Financial Reports.** Manager shall prepare monthly financial reports, including an updated general ledger, balance sheet, cash flow statement, and any other financial reports as are required under Florida law and the Charter Contract, with such financial reports to be provided to the Client's administration and Board for review. All financial reports should be current and accurate.

9.1.2 **Budget.** Manager shall prepare and submit for approval an annual budget to the Board no later than July 1 of each year or 30 days prior to the date the annual budget is due to the Sponsor per the Charter Contract, whichever is earlier. This budget shall include all proposed revenues and expenditures based on the the projected student enrollment, proposed staffing model and salary requirements, capital requirements, debt repayment schedule, and any other matters that are customary or required by law. Manager also agrees to periodically develop budget amendments for approval by the Board on an as-needed basis.

9.1.3 **Accounts Payable/Receivable.** Manager will oversee and manage all accounts receivable and accounts payable for the Charter School. Manager will ensure that all expenditures of the Charter School's funds are made only in accordance with the budget approved by the Board.

9.1.4 **CPA Services & Tax Filings.** Manager shall secure and coordinate the services of a certified public account to provide appropriate tax filings for the Charter School. Client will pay the costs of the certified public accountant, and such costs are expressly excluded from this Agreement.

9.1.5 **Bookkeeping and Financial Controls.** In providing the financial management services hereunder, Manager will abide by the requirements of Client's financial policies and will ensure that it has its own internal controls to guard against fraud and waste. Manager will ensure that there is adequate bookkeeping and sufficient documentation to support all financial transactions conducted on behalf of Client.

9.1.6 **Audits.** Manager will assist the school by securing an auditor and will fully cooperate with, facilitate, and provide all necessary documentation in relation to all audit's conducted on the Charter School's accounts and records.

9.2 **Business Administration.** Manager shall provide business administration services, including those set forth below and in Exhibit "A."

9.2.1 **Facility Operation and Maintenance.** Manager will coordinate routine operation and maintenance services for the Charter School's Facility consistent with any leases, financing

documents, codes and ordinances, or other restrictions and requirements pertaining to the Facility. All facility operation and maintenance costs shall be borne by Client.

9.2.2 **Procurement.** Manager will assist in the procurement of goods and services, and facilitate the procurement process consistent with the approved budget, the requirements of law, and the Charter School's financial policies. All procurement costs shall be borne by Client.

9.2.3 **Vendor Management and Bill Payment.** Manager will secure and coordinate contracts with third-party vendors to provide goods or services to the Charter School, including solicitation of necessary vendors, negotiation of contracts for the Board's approval, financial management of vendor contracts, coordination with vendors, and oversight of vendor responsibilities. Vendor services include remitting payment for all goods and services purchased, after verifying receipt of goods or services by the Charter School, payment of any other bills, and payment of facility allocation expenses and debt service when due, all in accordance with Charter School's internal controls and consistent with its approved budget. Manager shall keep Client informed of the status and performance of all vendor contracts. All vendor costs shall be borne by Client.

9.2.4 **Transportation and Food Services.** Manager will coordinate the provision of transportation and food services for the students enrolled at the Charter School, to the extent the Charter School provides such services to students, together with the management and assessment of the services provided under any contracts and/or by employees involved in providing such services. All transportation and food service costs will be borne by Client.

9.2.5 **Information Technology/Networking.** Manager will assist in the management of the Charter School's information technology, systems and networks, hardware, and software, as well as procurement of necessary information technology as budgeted for and approved by the Board. Manager shall assist in coordinating information safety and security protocols to safeguard the Charter School's information systems and ensure the confidentiality of all sensitive information. Manager shall also assist and provide trainings for the Charter School's personnel on utilizing and implementing new technologies. All technology, systems, networks, hardware, and software costs shall be borne by Client.

9.3 **Education Program Management.** Manager shall provide education program management services, including those set forth below and in Exhibit "A."

9.3.1 **Enrollment Administration.** Manager will advise and assist the Charter School's office manager and school leader on class scheduling, coding, and similar duties pertaining to the general duties of the office manager, including inputting data in the Charter School's student information system. Enrollment administration includes maintenance of proper records and documentation required for public funding for the Charter School and audits.

9.3.2 **Admissions.** Manager will assist and advise the Charter School's administration on matters related to student admissions, including development and implementation of enrollment and lottery procedures.

9.3.3 **Educational Programming.** Manager will assist and advise the Charter School's administration on implementing all aspects of its educational program in manner that meets the needs of the Charter School's students, the requirements of the law, and the requirements of the Charter Contract. Notwithstanding the foregoing, Manager does not make any representations regarding the educational results to be achieved or student performance on state mandated testing.

9.3.4 **Course Scope and Sequencing.** Manager will advise and assist the Charter School's administration on course scope and sequencing and the development and implementation of curriculum maps for use by instructional personnel.

9.3.5 **Curriculum and Instructional Materials.** Manager will advise and assist in the selection, procurement, and implementation of the curriculum and instructional materials used at the Charter School. All costs of the curriculum and instructional materials shall be borne by Client.

9.3.6 **Instructional Practices.** Manager will advise and assist the Charter School's administration on developing and implementing best practices and strategies for effective instruction.

9.3.7 **ESE/Gifted/ELL.** Manager will advise and assist the Charter School's administration on the development and implementation of its Exceptional Student Education ("**ESE**"), Gifted, and English Language Leaners ("**ELL**") programs for students.

9.3.8 **Student Discipline.** Manager will advise and assist the Charter School's administration on matters relating to student discipline and implementation of the Charter School's code of student conduct.

9.3.9 **Extra-Curricular and Co-Curricular Programs.** Manager will advise and assist in the development and implementation of appropriate extra-curricular and co-curricular activities and programs at the Charter School.

9.3.10 **Parent Complaints/Concerns.** Manager will assist and consult with the Charter School's leadership on effective ways to address parent complaints and concerns, including development and implementation of a grievance procedure.

9.4 **Legal.** Manager shall provide certain oversight services pertaining to legal matters effecting the Charter School, including those set forth herein and in Exhibit "A." Manager shall assist the Charter School in complying with the Applicable Laws, including development and implementation of compliance measures and protocols. Manager is also authorized to consult and strategize with the Charter School's legal counsel on legal matters pertaining to the Charter School, including any ongoing or threatened investigations, litigation, or other similar matters. Client acknowledges that the services contemplated under this section do not include the practice of law. All legal costs pertaining to the Charter School shall be borne by Client.

9.5 **Recruitment and Community Outreach.** Manager shall advise and assist with certain student recruitment and community outreach services, including those set forth herein and in Exhibit "A." Manager shall provide coordination and assistance with any and all advertising, media and public relations efforts, including outreach programs. All public relations will be subject to the mutual approval by Charter School and Manager, which approval may not be unreasonably withheld. Such services may also entail consultation on increasing enrollment and developing and implementing student recruitment programs and initiatives. All advertising and public relations costs shall be borne by Client.

9.6 **Human Resources.** Manager shall provide certain human resource services, including those set forth below and in Exhibit "A." The Principal, teachers, and support staff/non-instructional personnel selected by Manager and Client pursuant to this Agreement will be employees of Client. All payroll, benefits, and other costs pertaining to the Charter School's employees shall be borne by Client.

9.6.1 **Hiring/Firing/Discipline.** Manager will assist, support, and advise Client on hiring/firing and employee disciplinary decisions. Client will not hire, fire, or materially discipline any employee without prior consultation with Manager. Manager will recommend the

employment contract with the Principal to the Board for its approval, including the proposed duties and compensation of the Principal. Manager will assist with coordinating all reference checks and criminal background checks on all employees and other personnel working or providing services to the Charter School. Once an employee is hired, the Office Manager will coordinate all onboarding for the employee, including fingerprinting and background screenings.

9.6.2 **Employee Evaluations.** Manager will conduct an annual evaluation of the Principal for presentation to the Board meeting the criteria set forth in 1012.34, Florida Statutes. All teacher evaluations will be coordinated and conducted jointly between the Principal and Manager. The Manager will assist the Board of Directors with the annual principal board evaluation.

9.6.3 **Benefits.** Manager will secure and administer human resource services and benefits for employees hired by the Charter School. Manager will work with the Board and the Charter School's leadership to develop a package of employee benefits that will be provided to the Charter School's employees.

9.6.4 **Employee Training.** Manager will provide or arrange for training (i) in the instructional methods and curriculum which comprise the Charter School's education program, and (ii) technology support training for instructional personnel. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances. Client shall be responsible for paying any training costs for instructional and non-instructional personnel.

9.6.5 **Payroll and Tax Forms.** Manager will oversee the payroll process, payroll returns, and IRS W-2 forms for the Charter School's employees based on information provided by the Charter School.

9.7 **Governance.** Manager shall provide certain governance services, including those set forth below and in Exhibit "A." Manager will keep the Board apprised of all significant matters impacting the Charter School, attend meetings of the Board, and advise the Board on policy development, and comply with all other requirements of this Agreement pertaining to the Board.

9.7.1 **Board Meetings.** A representative of Manager shall attend all meetings of the Board. Manager will coordinate with the chairperson of the Board and Principal and develop an agenda for all meetings. Manager will also coordinate with the Board as to its schedule and arrange for proper notice of Board meetings as such notice is required by the Charter Contract and Applicable Laws. Manager will provide monthly financial reports to the Board, as described herein. Manager will also provide back-up items to the Board a sufficient number of days prior to each Board meeting to allow for review by Board members ahead of the meeting.

9.7.2 **Policy Development.** On an as-needed basis, Manager will recommend policies, rules, regulations, and procedures applicable to the Charter School for consideration and approval by the Board.

10. **Maintenance of Records.** Manager will maintain accurate financial, employee, and student records pertaining to the Services. Such records shall be maintained by Manager at the Facility in physical or electronic form and will be made available to Client, the state, or any auditor within no more than 48 hours of a request.

11. **Budgeting for Services.** Manager will be responsible and accountable to the Client for the provision of all Services, and all duties and responsibilities hereunder are expressly limited by the budget adopted by the Board for the Charter School. Manager may not expend funds on such Services in excess of the amounts set forth in such budgets.

12. **Background Screening.** Manager agrees that each of its employees and agents who will be accessing school grounds when students are present or who have direct contact with students, will undergo and meet Level 2 screening and fingerprint requirements as described in Sections 1012.32 and 435.04, Florida Statutes, and as conducted by Client or Sponsor. Manager also agrees that any of its employees or Managers handling funds or finances of the Charter School be subjected to the screening and fingerprinting requirements required by law for such positions.

13. **Subcontracting.** Manager may provide the Services through subcontracts at its own expense and with Client's approval, unless prohibited by the Applicable Laws.

14. **Other Schools.** Client acknowledges that Manager may enter into similar service agreements with other schools and/or school-related entities. The performance of Manager's duties for any other school shall not interfere with the performance of Manager's duties under this Agreement. Manager shall maintain separate accounts for expenses incurred by and on behalf of the Charter School and such other schools, and shall only charge Client for expenses incurred by or on behalf of the Charter School.

RESPONSIBILITIES OF SCHOOL

15. **Good Faith Obligation.** Client shall exercise good faith in considering the recommendations of Manager, including but not limited to, Manager's recommendations concerning policies, rules, regulations, staffing, and budgets pertaining to the Charter School.

16. **Assistance to Manager.** Client shall cooperate with Manager in furnishing all information and submitting all forms and reports required in association with this Agreement. Client shall timely furnish Manager with all documents and records necessary for Manager to properly perform its responsibilities under this Agreement. Client will provide Manager access to all account information for the Charter School, as well as all information related to revenues received by the Charter School from any source and all expenditures.

17. **Significant Events.** Client agrees to timely notify Manager of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) significant events of any other type that could adversely affect Manager or Client's ability to comply with the terms of this Agreement.

18. **Retained Authority.** Client shall be responsible for the fiscal, academic, and employment policy of the Charter School and remains ultimately responsible for fiduciary oversight and operations of the Charter School. Client shall also retain all authority that has not been delegated under this Agreement or cannot be delegated pursuant to the Applicable Laws.

FEES AND REIMBURSEMENTS

19. **Management Fee.** For the Term of this Agreement, Client shall annually pay Manager a Management Fee ("**Management Fee**") of THIRTEEN PERCENT (13%) of Gross Revenues generated by the Charter School and received by Client pursuant to the Charter Contract for each School Year. The Management Fee shall be paid in monthly installments on or about the first day of each month. The

Management Fee shall be adjusted during each School Year based on changes in the projected Gross Revenues for the Charter School as reflected in any amended budget adopted by the Board, and shall be reconciled within thirty (30) days following the end of each School Year based on actual Gross Revenues received.

20. **Reasonable Compensation and Ownership of Funds.** The Management Fee under this Agreement is reasonable compensation for the Services. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Charter School. Any funds received by the Charter School, and not spent on its behalf, belong to Client, and not to Manager. Any funds advanced to Manager for payments on behalf of Client belong to Client until the point that they are legally expended by Manager on behalf of Client.

21. **Order of Payment of Expenses and Fee Deferral.** Expenses of the Charter School shall be paid each month in accordance with the budgets and in the following order of priority: (1) facility lease payments or any amounts due and payable by Client pursuant to a loan agreement or mortgage, (2) salaries and benefits of the Charter School's personnel, (3) other operating expenses, and (4) monthly installments of the Management Fee for the Services. In the event there are insufficient funds in a month to pay the monthly installment of the Management Fee, such Management Fee will be deferred and accrue as an account payable until such time as there are sufficient funds to make payment. In the event that there are insufficient funds at the end of any fiscal year of the Charter School to pay the monthly or deferred Management Fees, such outstanding Management Fees may be forgiven in full by Manager. Manager may advance the school the necessary funds at the end of each school year to balance the annual budget and be in financial compliance. The advanced funds may be recouped to the Manager over time.

22. **Reimbursements.** In addition to the Management Fee, Client will reimburse Manager for all commercially reasonable costs incurred and paid by Manager in providing the Services to Client. Such reimbursements shall exclude costs incurred by Manager relating to salaries and benefits of its own employees, office space, overhead, and other general operating costs of Manager which are not directly related to the Charter School or incurred on Client's behalf. Manager will not add any fees or charges to the costs of equipment, services, materials, or supplies that Manager purchases with Client's funds, on behalf of Client or as Client's agent, from a third-party vendor.

23. **Purchased Goods and Services.** Unless expressly stated otherwise herein, all goods and services that Manager purchases on behalf of Client pursuant to this Agreement shall be the sole obligation of Client, so long as the goods and services were properly authorized by Client or included in the Board's adopted budget.

24. **No Transfer of Assets.** No Client assets will be transferred to the Manager except for payment of the Management Fee, reimbursement of expenses as allowed by this Agreement, and other assets transferred upon approval of the Board and payment by Manager to Client of a fair market value for such assets.

25. **Other Revenue Sources.** Client and Manager may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission of Client and in the name of Client; provided, however, that (i) solicitation of such grants by Manager that are in excess of One Hundred Thousand Dollars ($100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by Manager or Client from such other revenue sources shall be deemed to be Client's funds, and (iii) Manager shall not be required to administer any grants that are not specifically approved, in writing, by Manager, in advance.

DEFAULT AND TERMINATION

26. **Termination for Cause.** This Agreement may be terminated for cause by either party at any time upon the occurrence of any Material Default, following the requisite notice and time period for opportunity for cure, if applicable. Notwithstanding anything herein to the contrary, Manager shall continue to serve the Charter School hereunder for a minimum of sixty (60) days after a failure by Client to make a Management Fee payment hereunder and the Manager shall not discontinue any Services provided in connection with the Client due to the nonpayment of any Management Fees for such sixty (60) day period. Nothing herein shall be construed as limiting the ability of either party to seek any other available remedies at law or equity.

27. **Material Default.** The following shall be considered events of Material Default under this Agreement:

27.1 Client fails to make any payment due hereunder to the Manager within ten (10) days after the date such payment was due.

27.2 Manager or Client commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same is not dismissed within sixty (60) days.

27.3 Manager fraudulently uses or misappropriates Client's funds.

27.4 Manager engages in conduct that threatens the health, safety, or welfare of Client's staff or students.

27.5 An administrative or judicial body has revoked any license or authorization which is required for Manager to carry on its business and perform its obligations and functions under this Agreement.

27.6 Either party materially breaches any other terms of this Agreement and fails to cure such material breach within thirty (30) days after receipt of written notice from the other party, or where the matter cannot reasonably be remedied within a thirty (30) day time period, the breaching party fails to commence the remedial measures in good faith within the thirty (30) day period or to diligently pursue the completion of such measures thereafter.

27.7 Client's Charter Contract for the operation of the Charter School is terminated and such termination is not reversed or rescinded within thirty (30) days thereafter.

28. **Opportunity to Cure.** Unless a different time is prescribed herein, the parties shall have thirty (30) days after receipt of written notice of a Material Default to cure the Material Default, except that any Material Default concerning the health, safety, or welfare of Client's students or any fraudulent misconduct shall be grounds for immediate termination of this Agreement.

29. **Duties Upon Termination or Expiration.**

29.1 **Personal Property.** Upon termination or expiration of this Agreement, the Manager shall have the right to: (i) remove equipment and other assets owned or leased by Manager; or (ii) Client may retain such equipment or assets if it reimburses Manager for the actual cost, less

depreciation, of any equipment purchased by Manager with Manager funds and used solely for purposes of Client.

30. **Change in Law.** If any federal, state or local law or regulation, court or administrative decision or Attorney General's opinion, including any change in law or appropriations relating to charter schools (a "**Change in Law**") has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third-party mediator for voluntary mediation. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 90 days' further written notice or at the end of a School Year, whichever is earlier.

INDEMNIFICATION AND INSURANCE

31. **Indemnification.** Each party to this Agreement does hereby indemnify, defend and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards, including attorneys' fees and costs, which arise out of (i) the negligence or intentional acts or omissions of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. This duty to indemnify shall survive termination of this Agreement.

32. **Liability and Professional Practices Insurance.** During the Term, Client each party shall carry and maintain commercial general liability insurance (including sexual abuse and molestation coverage) with coverage of at least $1,000,000 per occurrence and $2,000,000 aggregate and professional practices liability insurance with coverage of at least $1,000,000. Such policies shall provide for coverage on an occurrence basis with subrogation waived and the other party shall be named as an additional insured or loss payee. Each party shall also carry and maintain any other types of insurance that are reasonably recommended by an insurance consultant and which are not cost prohibitive.

33. **Workers' Compensation Insurance.** Each party will maintain and pay for workers' compensation insurance as required by law, covering their respective employees.

34. **Notices of Insurance Coverage.** At the commencement of this Agreement, and no later than July 1 of each year thereafter, each party shall provide to the other certificates of insurance evidencing the insurance required by this Agreement and upon renewal of said policies if such renewal takes place at a time other than June 30 each year. Each party shall also, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Agreement. Each party shall comply with any information or reporting requirements required by the other party's insurers, to the extent reasonably practicable.

MISCELLANEOUS

35. **Further Assurance.** Client and Manager shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement. Notwithstanding the foregoing, Manager shall have no obligation to

agree to any changes which (a) materially increase Manager's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize Manager's receipt of the Management Fee, or (d) would prevent Manager from meeting the Charter School's educational goals.

36. **Dispute Resolution.** Manager and Client agree that any controversy or claim arising out of or relating to this Agreement shall first be attempted to be settled by non-binding mediation not to exceed one (1) day in length within forty-five (45) days of receipt of written notice from the party requesting mediation. The parties shall choose a mutually agreeable mediator and shall equally bear the costs associated with the same. Should the mediation not result in settlement of the entire dispute, then all remaining issues shall be resolved by single-arbitrator binding arbitration administered by the American Arbitration Association ("AAA"). Judgment on the award rendered by the arbitrator may be entered in the Circuit Court of Manatee County, Florida. The venue of the non-binding mediation and the binding arbitration shall be in Manatee County, Florida, or the AAA location in closest proximity thereto. The prevailing party to the binding arbitration shall be entitled to the recovery of its reasonable attorneys' fees and all costs related to both the non-binding mediation and the binding arbitration. Florida law shall apply to all above-referenced proceedings.

37. **Costs and Attorneys' Fees.** In the event of any dispute or action between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of attorney fees and costs, including attorney fees and costs incurred during the pendency of any appeal.

38. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, pandemic, epidemic, declaration of state or national emergency, sabotage, accident, labor strike or other acts beyond its reasonable control, provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided herein.

39. **Governing Law and Venue.** The laws of the State of Florida will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement with venue lying solely in Manatee County, Florida.

40. **Official Notices.** All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

If to Client:	**If to Manager:**
North River Charter Academy, Inc.	FORZA Education Management, LLC
P.O. Box 830	P.O. Box 830
Parrish, FL 34219	Parrish, FL 34219.
Attn: Mark McCabe, Board Chair	Attn: Chuck Malatesta, CEO

41. **Assignment.** This Agreement shall not be assigned by either party without the written consent of the other party.

42. **Amendment.** This Agreement will not be altered, amended, modified or supplemented except in a written document signed by authorized officers of both Client and of Manager.

43. **Waiver.** No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

44. **No Third Party Rights.** This Agreement is made for the sole benefit of Client and Manager, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

45. **Survival of Termination.** All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

46. **Binding Effect; Counterparts.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

47. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes and replaces any and all prior agreements and understandings between the parties relating to the subject matter herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

"Client"	**"Manager"**
North River Charter Academy, Inc. a Florida nonprofit corporation	**FORZA Education Management, LLC** a Florida limited liability company
Mark McCabe *Signature*	*Signature*
Print Name: MARK McCABE	Print Name:
Title: PRESIDENT	Title:
Date: 4-26-23	Date:

NORTH RIVER CHARTER ACADEMY

EXHIBIT A

Services to be Provided

Financial Management

- General Accounting Services
- General Ledger Account and Bank Reconciliation
- Cash Flow Reports
- Revenues
- Accounts Payable
- Accounts Receivable
- Donation Management
- Grant Management
- Scholarship Management
- Budget Development and Amendments
- Tax Filings
- Financial Reporting
- Apply for and Manage Available Public Funding
- Coordinate Services of Certified Public Accountant

Administrative

- Contract Management
- Vendor Management
- Procurement
- Asset Management/Inventory
- National School Lunch Program Management
- Food Service Management
- Facility Operation and Management
- Transportation Management (i.e. buses)
- Information Technology (IT) and Network Management
- Maintenance and Retention of Records
- Safety and Security Management
- Website Management
- Grievance Management
- Insurance Management
- Policy Development
- Policy Implementation

Education Program

- Class Scheduling/Enrollment Administration
- Admissions/Lottery
- Educational Programming
- Course Scope and Sequencing/Curricular Mapping
- Instructional Practices Development
- Selection of Instructional Materials
- Field Trip Management
- Extracurricular Program Management
- Advise on Special Education Issues

- Advise on Gifted Student Issues
- Advise on ELL Issues
- Manage Parent Complaints/Concerns
- Advise on Student Discipline Matters

Legal

- General Legal Compliance
- 501(c)(3) Compliance
- Federal Programs Compliance
- Advise on Title IX and Similar Investigations
- Communications/Negotiations with Federal, State, and Local Government Entities
- Manage Litigation and Complaints
- Manage Legal Counsel

Recruitment and Community Outreach Management

- Student Recruitment
- Advertising
- Community Outreach
- Fundraising
- Public Relations
- Social Media Management

Human Resources

- General Human Resource Management
- Benefits Management
- Teacher Certification Management
- Payroll
- Benefits Management
- Consult on Employee Recruitment
- Consult on Employee Staffing
- Employee Onboarding
- Employee Monitoring and Evaluations
- Develop salary schedules
- Consult on Discipline of Employees
- Employee Investigations
- Manage Staff Professional Development
- Coordinate Background Checks/Fingerprinting
- Manage Worker's Compensation and Disability Claims

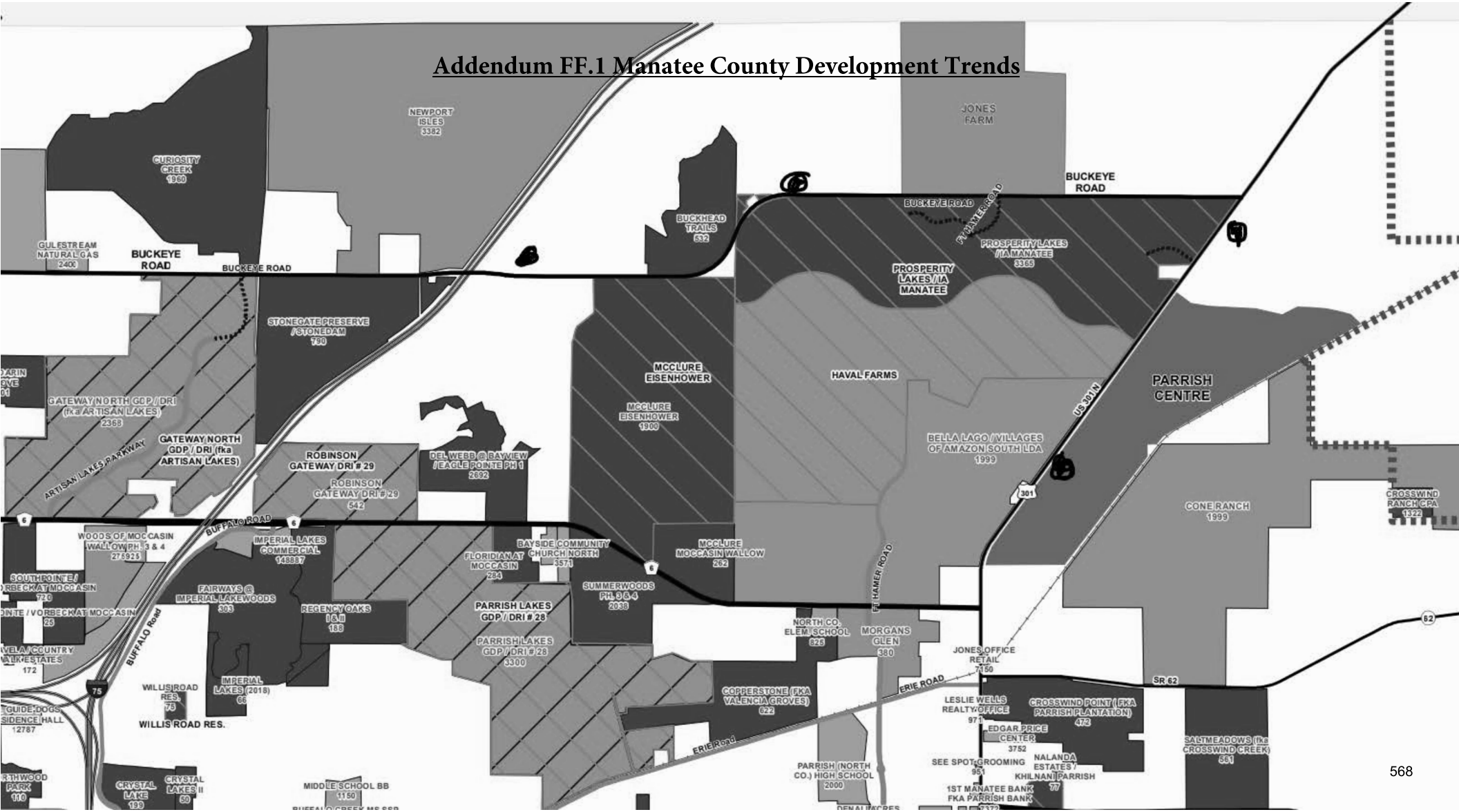
Governance

- Prepare Board Agendas and Minutes
- Attend Board Meetings
- Provide Board with Updates at Meetings
- Liaise with Board in between Board Meetings as Needed
- Recruit New Board Members
- Ensure Compliance with Bylaws and Other Governing Documents
- Advise on Policy Development

ADDENDUM FF

FF.1 Map of current and future development projects in the northern sector of Parrish, Florida
FF.2 Core Areas and Proposed Curriculum

Addendum FF.1 Manatee County Development Trends



Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR ENGLISH LANGUAGE ARTS K-8		
Grades	**Program**	**Rationale**
K-5 ELA Core Curriculum K-2 Core Writing Curriculum	Savvas ***myView Literacy***	• ***myView Literacy*** is a core curriculum that provides integrated literacy instruction which is grounded in the Science of Reading. Science and social studies themes are integrated into the literacy block. Students are required to solve a culminating, real-world challenge. Lessons bridge reading and writing skills. • Leveled Readers feature high-interest topics for both guided and independent reading. Each Unit of Study introduces the unit theme and essential question. The weekly sections build to the culminating project-based inquiry activity given at the end of each week. • Each lesson features a reading workshop with an infographic, a foundational skill to focus on, a main reading selection in a specific genre (realistic fiction, informational text, poetry, etc.), a reading-writing bridge, and a writing workshop. • During the Writing Workshop, student authors participate in daily "minilessons" where they're immersed in genres through mentor texts and develop their own writing skills." Teachers in grade K-2 will use the Writing Workshop from *myView Literacy* during the daily writing block.
2-8 Core Writing Program	***Write Score***	The **Write Score** Writing Program is composed of three main components: Text-Based Writing Assessments, Comprehensive Writing Data from Assessments, and Robust Instructional Resources. • All components are aligned to the FL ELA B.E.S.T. Standards in one or more of the FL B.E.S.T. areas: Communication; Following Conventions; Researching; and Creating and Collaborating. • Additionally, given the nature of text-based writing, some resources align with reading and/or vocabulary standards. • Instructional Resources and Assessment Data are organized into the same subcategories as are found in the FL B.E.S.T. Writing Rubrics, including Purpose & Structure, Development, and Language. • Expectations in writing skills and production (as defined by the FL B.E.S.T. Standards and FLDOE published materials) found in Write Score rubrics and resources increase with the progression of grade levels. • ***Write Score*** materials are based on effective best

Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR ENGLISH LANGUAGE ARTS K-8		
Grades	**Program**	**Rationale**
		practices, as supported by research, including, but not limited to: o a balance of direct instruction, guided instruction, and independent learning (Gradual Release of Responsibility Model) o teaching reading and writing for authentic meaning-making literacy experiences o teaching the writing process o teaching students to become fluent with handwriting, spelling, sentence construction, and word processing o using high-quality literature o using multiple texts that link and expand concepts o emphasizing of important concepts that build background knowledge o incorporating cooperative learning opportunities o instructing in comprehension and writing strategies o including a variety of assessment techniques to inform instruction (i.e., formative assessments, question answering, summarization)
K-3 Reading – Tier 2 Targeted Interventions and Tier 3 Intensive Interventions	Wilson Language Training ***Fundations*** **University of Florida Literacy Initiative (UFLI)** Lesson Resources and Foundations Toolbox	• ***Fundations*** uses a structured literacy approach grounded in the Science of Reading to teach foundational reading skills. Instruction and practice occur in a systematic, cumulative, explicit, diagnostic, and integrated manner, allowing students to experience grater gains in the skills required for independent reading and spelling. • ***Fundations*** is specifically designed for K-3 students. It was designed for use in three situations: (1) preventatively, in grades K-3, for whole class instruction; (2) as an intervention for the targeted lowest 30th percentile of student readers; or (3) for students with language-based learning disabilities, as intensive instruction. • Fundations students receive a systematic program in critical foundational skills emphasizing: o Print concepts o Letter formation o Phonological and phonemic awareness o Sound mastery o Phonics, word study, and advanced word study o Trick word (high frequency word) instruction

Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR ENGLISH LANGUAGE ARTS K-8		
Grades	**Program**	**Rationale**
		○ Vocabulary ○ Accuracy, Automaticity, and Fluency ○ Comprehension strategies ○ Handwriting ○ Spelling • ***UFLI Foundations*** is an explicit and systematic program that teaches students the foundational skills necessary for proficient reading. It follows a carefully developed scope and sequence designed to ensure that students systematically acquire each skill needed and learn to apply each skill with automaticity and confidence. The program is designed to be used for core instruction in the primary grades or for intervention with struggling students in any grade to focus on: • The process of reading acquisition • Key linguistic elements necessary for reading • Evidence-based instructional methods that promote reading proficiency
6-8 ELA Core Curriculum	***Amplify ELA***	***Amplify ELA*** is a blended English language arts core curriculum designed specifically to support students in grades 6–8 and prepare them for high school and beyond. Students are engaged through dynamic texts, lively classroom discussions, and meaningful digital experiences. Amplify ELA is an interactive core curriculum that brings complex texts to life. Multiple entry points and differentiated supports allow every student, regardless of fluency or ability level, to engage deeply with the same complex texts and rigorous curriculum.
K-8 Reading Diagnostic and Progress Monitoring; Tier 2 and Tier 3 Interventions	Curriculum Associates ***i-Ready* Reading**	***i-Ready Reading*** *and i-Ready Assessment* data are used to motivate and assist students on their paths to proficiency. *i-Ready Tools for Instruction* are used to provide Tier 2 and Tier 3 interventions, with specific number of days and minutes varying based on tier.
6-8 Intensive Reading (Tier 2 and Tier 3)	HMH ***Read 180***	***Read 180*** *is an evidence-based blended learning solution that* integrates best practices, adaptive technology, instructional strategies based on the science of reading, and scaffolded support for reading independently. Students receive systematic, explicit instruction and

Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR ENGLISH LANGUAGE ARTS K-8		
Grades	**Program**	**Rationale**
		practice of foundational literacy skills to develop their fluency, expand vocabulary and strengthen comprehension skills to become proficient, skillful readers. *Read 180* integrates the most effective reading intervention strategies for Tier 2 and Tier 3 to support students who are reading below grade level.

PROPOSED CURRICULUM FOR MATHEMATICS (K-8) & ALGEBRA 1		
Grades	**Program**	**Rationale**
K-8 Math Core Curriculum	National Geographic Learning ***Big Ideas Math***	***Big Ideas Math*** is a research-based K–8 series, written by renowned authors Dr. Ron Larson and Dr. Laurie Boswell. This series engages students through rich explorations and in-class problem solving. The instructional design guides students through concepts from surface-level to deep-level learning and allows them to transfer these skills to new concepts in a complete and comprehensive way. This allows for balanced lessons with built-in differentiation, as well as RTI support. Learning targets and success criteria help to focus student learning and make learning visible to teachers and students. With a strong emphasis on problem-solving in the classroom, students can transfer their mathematical knowledge to new concepts and apply their understanding to real-life situations.
Algebra 1 Core Curriculum (6-8)	National Geographic Learning ***Big Ideas Algebra 1***	***Big Ideas Algebra 1*** empowers teachers and promotes student ownership so that all learners can succeed in math. Written by renowned authors, Dr. Ron Larson and Dr. Laurie Boswell. Topics covered include: Solving Linear Equations, Solving Linear Inequalities, Graphing Linear Functions, Writing Linear Functions, Solving Systems of Linear Equations, Exponential Functions and Sequences, Polynomial Equations and Factoring, Graphing Quadratic Functions, Solving Quadratic Equations, Radical Functions and Equations, and Data Analysis and Displays.
3-5 Supplemental Math Programs and 6-8 Classroom	ExploreLearning ***Reflex*** Exlore Learning *Frax*	ExploreLearning ***Reflex*** is a system for mastering basic facts in addition, subtraction, multiplication, and division. Reflex uses games to help students in grades 2 and above at every level quickly gain math fact fluency. Although designed for students in grades 3-5, the program may be used with older students who require additional support in learning basic facts.

Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR MATHEMATICS (K-8) & ALGEBRA 1		
Grades	**Program**	**Rationale**
intervention support for struggling students		ExploreLearning ***Frax*** uses the latest research-based instructional methods to create a more effective, more engaging way for students to learn fractions. Although designed for students in grades 3-5, the program may be used with older students who require additional support in learning fractions.
6-8 Math - Tier 2 and Tier 3 Interventions	***Math 180***	***Math 180*** is a blended-learning, intensive math intervention program that builds competence in core or dedicated intervention classrooms.

PROPOSED CURRICULUM FOR SCIENCE K-8		
Grade Levels	**Program**	**Rationale**
K-8 Science Core Curriculum	***Discovery Education Science***	The **Discovery Education** Florida Science curriculum is a research-backed, blended science curriculum, which is aligned to the Next Generation Sunshine State Standards (NGSSS) for Science. The pedagogy of the program is grounded in the 5E instructional model (Engage, Explore, Explain, Elaborate, Evaluate).
K-8 Supplemental Science Curriculum for STEM-Focused Lessons	***KnowAtom***	The ***KnowAtom*** curriculum launches students on a year-long process of hands-on discovery in three dimensions. The lessons build a big-picture narrative of what science and engineering are and use storylines to bring the content to life in scenarios where students investigate phenomena and design solutions to problems. This supplementary curriculum will be used in conjunction with the core science curriculum and incorporated into the Science Pacing Guides.

PROPOSED CURRICULUM FOR SOCIAL STUDIES (K-8)		
Grades	**Program**	**Rationale**
K-5 Social Studies Core Curriculum	Savvas ***My World Interactive K-5***	Savvas Social Studies programs and history programs promote inquiry built around the C3 Framework and aligned to the Florida Social Studies NGSSS. Compelling questions drive student inquiries and reinforce social studies. Students participate in real-world projects, analyze primary sources, and engage in constructive and collaborative action.

Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR SOCIAL STUDIES (K-8)		
Grades	**Program**	**Rationale**
6 Social Studies Core Curriculum	Savvas ***MyWorld Interactive World History***	***myWorld Interactive*** is aligned to the Florida Social Studies NGSSS and emphasizes project-based learning to explore world history, global turning points, and historical narratives. The Early Ages edition of *myWorld Interactive* includes strong ELA/literacy connections and multiple teaching options.
7 Civics Core Curriculum	Savvas ***Civics Interactive***	***Civics Interactive*** is a new digital program designed to actively promote civic engagement for young adults. The curriculum develops important civic competencies and life skills needed to become informed and responsible citizens. Instruction is provided on the roles and responsibilities of federal, state, and local governments; the structures and functions of the legislative, executive, and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence, and the Constitution of the United States. In accordance with the Manatee County Student Progression Plan, the School will provide civic and character education on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation.
7 Supplemental Civics Program	Florida Transformative Education ***Gateway to American Government and Civics***	***Gateway to American Government and Civics*** fosters student civic responsibility through a balanced course that is aligned to the new benchmarks for Civics education.
8 Social Studies Core Curriculum	Savvas ***My World Interactive American History***	***My World Interactive American History, and other*** Savvas social studies programs, promote inquiry built around the C3 Framework and aligned to the Social Studies NGSSS for Social Studies. Compelling questions drive student inquiries and reinforce social studies. Students participate in real-world projects, analyze primary sources, and engage in constructive and collaborative action.

Addendum FF.2
Core Academic Areas and Proposed Curriculum Charts

PROPOSED CURRICULUM FOR SOCIAL STUDIES (K-8)		
Grades	**Program**	**Rationale**
K-8 Student Leadership Life Skills/ Career Education	***Leader in Me***	***Leader in Me*** is an evidence-based, comprehensive model that builds leadership and life skills in students, creates a high-trust school culture, and lays the foundation for sustained academic achievement. This program will be embedded in the social studies block in grades K-8.
8 Career and Education Planning Course	**Xello** (by Future of Work Florida)	**Xello** is the newly selected online college and career readiness platform for the state of Florida. Xello offers intuitive tools designed to engage K-12 students in planning for life after high school. The course is Internet-based, customizable to each student, and includes research-based assessments to assist students in determining educational and career options and goals. The course will result in a completed personalized academic and career plan for the student that may be revised as the student progresses through middle school and high school. The course will emphasize the importance of entrepreneurship and employability skills and will include information from the Department of Economic Opportunity's economic security report and other state career planning resources.

Florida Charter School Application Evaluation Instrument

Each section presents criteria for a response that meets the standard, and these criteria should guide the overall rating for the section. The Strengths and Weaknesses boxes provide space to identify data and other evidence that supports the rating. The rationale for each rating is important, especially if some of the data or evidence does not fit neatly into the criteria provided.

Capacity Interview:
Applicants may have the opportunity to present their plan and demonstrate the team's capacity to open and maintain a high-quality charter school as well as to answer questions about their proposal. Any information or evidence from the capacity interview that is used by the sponsor as a basis for denial of the application must be properly documented by means of a recording or transcript.

The following definitions should guide the ratings:

Meets the Standard:	The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.
Partially Meets the Standard:	The response addresses most of the criteria, but the responses lack meaningful detail and require important additional information.
Does Not Meet the Standard:	The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept or ability to meet the requirement in practice.

Authorizers are encouraged to align their application review process with the Florida Principles and Standards for Quality Authorizing.

OVERALL ASSESSMENT – COMPLETE THIS SECTION LAST

Would you recommend approval of this application for a public charter school? Explain your recommendation in the Summary Comments section, below.

DENY	APPROVE
☐	☒

North River Charter Academy

Name of Person Completing Assessment: Dr. Laurie Breslin Date: 11.30.2023

Title: Executive Director Student Support & Family Engagement

Signature:

Rule 6A-6.0786
Form IEPC-M2
Effective December 2019

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:
s. 1002.33(2)

Evaluation Criteria:
A response that meets the standard will present:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school is providing a STEAM and Leadership focused programs for students. The application has a clear vision and mission (P vii; P1). The school's guiding principles with evidence, are listed on P1-2. Guiding principles align with the vision and mission (P1).
Concerns and Additional Questions

2. Target Population and Student Body

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

Statutory Reference(s):

s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The charter intends to serve PreK-8th grade students in Manatee County, specifically the Parrish community, but will not limit students based on location (P3-4). The charter school has done research on the current population in the targeted area and expectations for growth (P2-6).

Concerns and Additional Questions

3. Educational Program Design

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

Statutory Reference(s):
s. 1002.33(7)(a)2.

Evaluation Criteria:
A response that meets the standard will present an educational program design that:

- An educational program design that:
  - Is clear and coherent;
  - Is based on effective, experience or research-based educational practices and teaching methods, and high standards for student learning;
  - Aligns with the school's mission and responds to the needs of the school's target population, and
  - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
Four education priorities are noted and outlined for the planning/research supporting the educational plan (P6). o Steam Focus - Integrated Approach (P7) o Science of Reading - Structured Literacy Approach (P7-9) o Writing Across the Curriculum (WAC) School-Wide Initiative (P9-10) o Student Leadership Framework - Leader in Me Program (P13-14)

Concerns and Additional Questions
Know Atom is listed as supplementary curriculum to support science. Sample lesson plans for this resource all are aligned with the national science standards (NGSS) instead of the required Florida science standards (NGSSS) (P6; 248; 573).

4. Curriculum Plan

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

Statutory Reference(s):
s. 1002.33(6)(a)2.; s. 1002.33(6)(a)4.; s. 1002.33(7)(a)2.; s.1002.33(7)(a)4.

A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths

The charter will utilize evidence-based instructional practices and details differentiated instruction (P24-26).

iReady Diagnostic is utilized to help determine areas for differentiated instruction and a specific plan for students performing below grade level is identified (P25-27).

The MTSS plan details Tier 1, 2, and 3 instruction (P30-31).

Elementary Curriculum Programs:
- Reading- Savvas myView Literacy, iReady and Read 180
- Writing- Write Score
- Math- Big Ideas, Reflex, Frax, Math 180
- Fundations and UFLI for reading intervention (P570)
- Science- Discovery Education and Know Atom
- Social Studies- My World Interactive K-5

Secondary Curriculum Programs:
- Students will receive Spanish instruction in grades K-8 (P42).
- For mathematics the applicant has identified the use of Big Ideas resources showing a sample for grades 3 and 8. This curriculum is well aligned to B.E.S.T. standards and shares similar rigor to the B1G-M shared by the state.
- The applicant plans to survey students for career cluster CTE course offerings (P37).
- Explores program emphasizes the importance of differentiation and the strategies to do this (P25-26).
- Application notes required instruction and the Social Studies topics under statute 1003.42 (P32)
- Read 180 for grades 6-8 (Appendix F)

- Amplify Florida 6 (Appendix C)

Procedures to meet the most recent statutes regarding dyslexia and math intervention and documentation are clearly written (P27).

Reading and other content area intervention programs that will be used are described for grades K-8 (P40)

Concerns and Additional Questions

The evaluation criteria notes that a response that shall meet the needs of students below, at, and above grade level. A differentiated curriculum for students above grade level is not presented. Additionally, interventions are discussed as part of MTSS, but acceleration and enrichment are not addressed in this area (P23-31); (FS 1002.33(6)(a)).

5. Student Performance, Assessment and Evaluation

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):
s. 1002.33(6)(a)3.; s.1002.33(7)(a)3.; s.1002.33(7)(a)4.; s.1002.33(7)(a)5.

Evaluation Criteria:
A response that meets the standard will present:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
High expectations for student performance/measurable goals for student growth are evidenced by: o Using the District Student Progression Plan for promotion and retention (P47-49); o Using a valid and reliable assessments to measure student performance; o Using i-Ready, Read 180, Math 180, WriteScore, Interim Assessments (P50-51; 367); o Following the FDOE state assessment schedule (P364-366). The applicant plans to use data to inform instruction (P52-53) The applicant will comply with statutory requirements for sharing student results with students and parents (P53-54). A FERPA plan is in place (P54-55). There is a schoolwide academic plan prior to the opening of the charter that delineates annual measurable academic goals in each state tested area, as well as

mission-specific goals (P45).

Third Grade Promotion aligns with state statute (P48).

The application follows HB 7039 for parent notification of reading and math substantial deficiencies (P54).

School data and performance is also shared with NRCA Governance Board in every board meeting (P53).

Science interim assessments will be given three times a year via the Coach Science workbooks and results will be provided to parents within a week of the assessment (P52).

The application clearly identifies the MTSS review of data from whole group to individual students (P53).

Concerns and Additional Questions

Academic performance measures are to meet or exceed the district's average proficiency scores. Per the evaluation criteria, evidence of a comprehensive and effective plan to use student achievement data to inform decisions should be provided. Academic performance measures should be based on their student performance and not the SDMC data (P45, P46).

6. Exceptional Students

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):

s. 1002.33(16)(a)3.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Projections for students with disabilities are broken down by year and staffing plan (P55; 61). The application notes that within thirty (30) days of a determination that a circumstance described in Rule 6A-6.0331 exists for a student, the school will request consent from the parent to conduct an evaluation, unless the parent and the school agree otherwise in writing (P58). The school will provide an ESE resource room when needed, as indicated in a student's IEP (P59).

Concerns and Additional Questions

7. English Language Learners

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):
s. 1002.33(10)(f)

Evaluation Criteria:
A response that meets the standard will present:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
NRCA will comply with all the requirements of the LULAC Consent Decree and provisions set forth in the laws, rules, regulations, and federal courts (P64). NRCA will follow SDMC plan for English Language Learners (P65). Specific instructional strategies are listed for ELLs (P67). All identified ELLs will take the ACCESS for English Language Learners 2.0 Assessment to measure their academic growth (P68).

Concerns and Additional Questions
NRCA will follow the SDMC plan for English Language Learners with the exception of a clear plan to provide assistance in one specific situation. The Meta Consent Decree requires a school to provide 'native language assistance' if there are more than 15 students that speak the same language. A clear plan to meet this requirement is lacking (P88). The application fails to provide a demonstration of legal obligations regarding the education of English Language Learners as it does not contain a clear plan for

translated enrollment documents (P484). Translated enrollment documents are required per the U.S. Department of Education, Office for Civil Rights, *Information for Limited English Proficient Parents and Guardians and for Schools and School Districts that Communicate with Them*, Fact Sheet [OCR-00087].

8. School Culture and Discipline

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33(7)(a)11.

Evaluation Criteria:

A response that meets the standard will present:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children's rights related to enforcing student discipline, suspension, and recommended expulsion, including the school's code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
To promote a positive culture and relationship building the school will be utilizing school wide programs such as CHAMPS, Leader in Me, and Class Dojo. NRCA will follow the Manatee County Student Code of Conduct.

Concerns and Additional Questions
NRCA will follow the SDMC plan for discipline but lacks a plan for full implementation of the code of conduct in one specific circumstance. In suspension of IEP/504 students, by the 7th day of suspension, district should be informed for manifestation meetings. There is no plan in place for this in the application. Ensuring consideration of how the code of conduct will apply to students with special needs is critical (FS 1002.33 (7)(a)).

9. Supplemental Programming

The Supplemental Programming section should describe extra and co-curricular activities offered by the school. This section is optional.

Statutory Reference(s):
NA

Evaluation Criteria:
A response that meets the standard will present:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

**No rating is required for this section.*

Strengths
Supplemental 0pportunities will be offered such as athletics, clubs, competitions, and field trips (P75).

Concerns and Additional Questions
The application mentions ESSER funds assisting with supplemental programs, but ESSER funds are sunsetting September 30, 2024 (P76).

II. Organizational Plan

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

10. Governance

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Statutory Reference(s):
s. 1002.33(7)(a)15.; s. 1002.33(9)

Evaluation Criteria:
A response that meets the standard will present:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The application demonstrates a description of the governing board. Attachment K contains the Board Code of Ethics and Conflict of Interest Policy.

Concerns and Additional Questions

11. Management and Staffing

The Management and Staffing section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.

Statutory Reference(s):
s. 1002.33(7)(a)9.; s. 1002.33(7)(a)14.

Evaluation Criteria:
A response that meets the standard will present:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Meet the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The application describes the organizational charts, roles and responsibilities of staff members. FORZA will support budget, finance, human resources, academic support, and compliance services.

Concerns and Additional Questions

12. Human Resources and Employment

The Human Resources and Employment section should define the policies and procedures that frame the school's relationship with its staff.

Statutory Reference(s):
s. 1002.33(7)(a)14.; s. 1002.33(12)

Evaluation Criteria:
A response that meets the standard will present:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
A description of the evaluation tool is provided in the application. The Florida Consortium Evaluation tool will be used as an evaluation system. NRCA is offering benefits and compensation plans for their staff (P91). Personnel policies have been established as shared in Attachment R.

Concerns and Additional Questions

13. Professional Development

The Professional Development section should clearly describe the proposed expectations and opportunities for administrators, teachers, and other relevant personnel.

Statutory Reference(s):
NA

Evaluation Criteria:
A response that meets the standard will present:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

**No rating is required for this section.*

Strengths
Professional development will focus on the charter's four key components of integration of STEAM discipline throughout the curriculum. Professional development is intended to be throughout the school year and includes examples such as coaching, modeling, individualized learning, and internal and external offerings (P95-96). Onboarding training and preschool time is described in the application (P97).

Concerns and Additional Questions

14. Student Recruitment and Enrollment

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33.(7)(a)8.; s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Recruitment will take place through websites, houses of worships, community groups, and areas where families would gather. NRCA would offer information in different languages plus provide open houses and informational nights (P99). A review of the enrollment population will take place throughout the first year to adjust the marketing plan for the following year (P98; Attachment B).

Concerns and Additional Questions

15. Parent and Community Involvement

The Parent and Community Involvement section should provide a broad overview of the school's plans to encourage and support parental and community involvement.

Statutory Reference(s):
NA

Evaluation Criteria:
A response that meets the standard will present:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

**No rating is required for this section.*

Strengths
A student-parent handbook, in combination with a school website, PTO committee, school social media blasts, and ongoing communication through parent meetings, emails, and newsletters will be used to maintain the communication and involvement of parents and the community (P99).

Concerns and Additional Questions

III. Business Plan

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

16. Facilities

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):
s. 1002.33(7)(a)13.; s. 1002.33(18)

Evaluation Criteria:
If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
A financial plan is present, along with a facility needs (P104-105). Building and land do not yet exist. Plans for both appear adequate as long as all building codes and fire codes are met (P103).

Concerns and Additional Questions
Evidence for Northern Trust Bank, City National Bank, Ocean Bank, and Truist are not present on Attachment U; Part B, P103. Evidence should be included for necessary resources to fund the facilities plan (FS 1002.33 (7)(a) 13;1002.33(18)).

17. Transportation
The Transportation section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)

Evaluation Criteria:
A response that meets the standard will present:

- An outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Transportation will be offered by the school. If buses are not acquired, the plan is to contract it out. Appropriate requirements for determining ridership eligibility are included in the application (P105). Hiring of bus drivers meets Florida Statute requirements (P105). A facility design to separate bus riders, car riders and walking students is provided (P106). Transportation income/expenses appear to be adequate (P507; P513).

Concerns and Additional Questions

18. Food Service

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)(a)1.

Evaluation Criteria:
A response that meets the standard will present:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The National School Lunch Program will be offered through SLA Management. If SLA is not available RFPs will be put out for review.

Concerns and Additional Questions

19. School Safety and Security

The School Safety and Security section should provide a description of the school's plan to ensure the safety and security of its students and faculty.

Statutory Reference(s):
s. 1002.33(7)(a)11; s. 1002.33(16)(b)8, 12, and 14

Evaluation Criteria:
A response that meets the standard will present:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully-developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a team to assess and intervene with individuals whose behavior may post a threat to the safety of staff or students.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
A plan is in place to have a safety officer in the building daily. The plan discusses the importance of FSSAT and completion of Active Assailant training (P109-114). Incorporation of Alyssa's Alert is provided in the application, in combination with Fortify FL and a Threat Assessment Team (P109-114).

Concerns and Additional Questions
Comprehensive School Threat Assessment Guidelines (CSTAG) are not required currently as new training is being offered by the State and the District (P112).

20. Budget

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):
s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

Evaluation Criteria:
A response that meets the standard will present:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
The applicant has a loan commitment from Building Hope for up to $500,000 (P113). NRCA received a donated gift of $250,000 start-up from FORZA (P113). The staff allocation budget is in alignment with staff allocation plan (P116).

Concerns and Additional Questions
A realistic assessment of projected salaries that ensure the financial viability of the charter should be evident. Both the Business Manager and AP salaries are below industry standards (P16). The evaluation criteria calls for a plan to adjust the budget should revenues not materialize as predicted. There are included referendum funds in the provided budget. If referendum does not pass a future vote, the charter will be short revenue of approximately $388,000 the first year and $982,000 the fifth year. The application did not provide documentation to support how they would account for loss of funding if the referendum does not pass. The loan from Building Hope has a 1% commitment fee, or approximately $5,000, which was not included in the budget (P499). The concerns noted above suggests that a realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school is partially met (Evaluation Criteria; FS 1002.33(6)(a)5; 1002.33(6)(b)2).

21. Financial Management and Oversight

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):
s. 1002.33(6)(a)5.; s. 1002.33(7)(a)9.; s. 1002.33(7)(a)11.

Evaluation Criteria:
A response that meets the standard will present:

- A clear description of how the school's finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.
- A plan for the governing board to regularly exercise oversight over and take accountability for all financial operations of the school.
- Provisions for an annual financial audit.
- Appropriate public transparency of school financial health.
- Appropriate plan to securely store financial records.
- A plan to obtain appropriate and reasonable insurance coverage.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
The proposed insurance coverages are sufficient to meet our requirements (P129-130). The governance board in combination with the school principal and FORZA manage the school's budget. A clear description of finance is in place. The management company agreement provided documents how the finances will be managed.

Concerns and Additional Questions
The proposed contractual language names both parties as additional insureds under the respective policies. Charters are required to provide the status in their policies, but as the sponsoring entity the School District of Manatee County does not reciprocate. The application has several conflicting items not clearly explained in the application nor clearly answered in the capacity interview. Examples include: • The management fee listed on page 118 in the budget amounts (12%) and the management contract (13%) on page 558. • Salaries (Teachers, Substitutes, Specialist, and Bus Drivers) start in September; however, school starts in August.

- No paraprofessionals or ESOL teachers are budgeted for or listed in staffing plan. The application notes that FORZA will pay a stipend for teachers with multiple certifications, but funding for stipends was not apparent in the presented budget.
- The facility is estimated to be 60,000 square feet with a projected budget amount of $45,000 for utilities and maintenance. This is not consistent with standard utility and maintenance costs.

NRCA has included referendum funds in the budget. The application does not provide documentation to support how the charter would account for loss of funding if referendum is not passed.

22. Start-Up Plan

The Start-Up Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):
s. 1002.33(7)(a)16.

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
The applicant has identified three areas to build, they have referenced a contractor that has completed buildings for charter schools.

Concerns and Additional Questions
The application lacks financial information in the narrative related to start-up costs. The application narrative describes asking vendors not to request payment until August. The application also states this would be difficult but did not budget any resources to overcome this stated difficulty (P122). The application does not provide for a realistic implementation plan that covers major operational items and or provide flexibility for addressing unanticipated events. (Evaluation Criteria; FS 1002.33(7)(a)16)

Addendum

Addendum A: Replications

The Replications section should identify the school to be replicated and provide evidence that the model has been successful in raising student achievement, while also describing the capacity of the organization to operate an additional school.

Statutory Reference(s):
s. 1002.33(6)

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

**This section does not require a rating.*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☐	☐

Strengths
N/A

Concerns and Additional Questions
N/A

Addendum A1: High-Performing Replications

The High-Performing Replications section should identify the school to be replicated and provide evidence that the proposed school meets the statutory requirements of being a substantially similar model of a school that has been designated as a High-Performing Charter School and is being established and operated by an organization or individuals that were significantly involved in the operation of the school being replicated.

Statutory Reference(s):
s. 1002.331

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

**This section does not require a rating.*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☐	☐

Strengths
N/A

Concerns and Additional Questions
N/A

Addendum B: Education Service Providers

The ESP section should provide a rationale for contracting with the ESP, evidence of ESP success in operating high-quality charter schools, the capacity of the ESP to successfully operate this school, and evidence that the governing board and ESP are able to operate free from conflicts of interest.

Statutory Reference(s):
s. 1002.33(6)(a)
Evaluation Criteria:
A response that meets the standard will present an action plan that:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.
- Sufficient evidence of the ESP's previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP's organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school's governing board and the ESP, structured to ensure a clearly defined arm's-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school's governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
FORZA provides management services for the school (P133).

Concerns and Additional Questions

Applicant History Worksheets (Form IEPC-M1A)
The Applicant History Worksheets should provide information regarding the track record of the applicant, the applicant's governing board, and if applicable, the applicant's ESP with regard to the operation of other charter schools. The sponsor should review the entire portfolio of charter schools of the foregoing entities when evaluating performance. The academic and financial performance of the portfolio should be considered in the decision to approve or deny the application.

Statutory Reference(s):
s. 1002.33(6)(a)

Evaluation Criteria:
A sponsor should review the portfolio of schools operated by the applicant group, governing board, or ESP to determine if the academic and financial performance demonstrates the capacity to operate a high-quality charter school.

**This section does not require a rating.*

Strengths
Parrish Charter Academy is a FORZA managed school operating in Parrish, FL.

Concerns and Additional Questions

AGENDA ITEM NO. 14.2

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The development of the academic calendar for school year 2024-2025 was facilitated by Dr. Laurie Breslin, Executive Director. The committee included parents enrolled in the School District of Manatee County (SDMC), a representative from Manatee Education Association (MEA), an elementary, middle and high school principal, clergy, and representatives from the following SDMC departments: Assessment, Accountability and Research, Human Resources, Office of Student Demographics, Transportation, and Food Nutrition Services, Curriculum, Payroll. The committee members met on September 14, 2023, and September 27, 2023, to review calendar requirements and develop draft calendars. Dr. Laurie Breslin presented the calendar drafts at the Board Workshop on October 24, 2023.
On October 27, 2023, the draft calendars were posted for 30 days on the School District of Manatee County website, and a link was included for providing comments and selecting which calendar version was preferred. The survey received 754 responses from parents (386), students (49), staff (349) and community members (34). Taking these survey results into account, we are presenting the 2024-2025 academic calendar preferred by the majority (56%) of the stakeholders who participated in the survey.

Upon approval of the Academic Calendar for School Year 2024-2025, the adopted calendar will be sent to all departments and posted to the District's website with both an English and Spanish version. A copy of the proposed draft calendar for School Year 2024-2025 is attached for review.

Following approval of 2024-2025 Calendar, the Academic Calendar Committee will being development of the Academic Calendar for the 2025-2026 school year.

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

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

Recommendation
The Superintendent recommends approval of the Academic Calendar for School Year 2024-2025.

Financial Impact
No financial impact.

Contact
Submitting Department: Students Supports and Family Engagement
Initiated By: Laurie Breslin

Attachments:
DRAFT 2024-2025 Academic Calendar.pdf

School District of Manatee County
2024-2025 Academic Calendar

August 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 5	School Inservice/Teacher Workday
Aug 6	District Inservice
Aug 7-8	Teacher Workdays
Aug 9	District Inservice/School Inservice
Aug 12	First Day for Students

September 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sep 2	Labor Day - All District Sites Closed

October 2024

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct 3-4	Rosh Hashanah
Oct 7-11	Survey 2 Window
Oct 11	End of Qtr 1 (44 days)
Oct 12	Yom Kippur
Oct 14	Record Day - No School for Students

November 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25*	26*	27*	28	29	30

Nov 6	Professional Learning Early Release
Nov 11	Veteran's Day- All District Sites Closed
Nov 25-29	Thanksgiving Holiday
Nov 28	Thanksgiving Day - All District Sites Closed
*Nov 25-27	Hurricane make-up days if needed

December 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec 25-Jan 2	Hanukkah
Dec 12-20	MS/HS Exams (tentative)
Dec 18-20	High School Early Release
Dec 20	End First Semester (87 days)
Dec 23-31	All District Sites Closed

January 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan 1-2	All District Sites Closed
Jan 3	Teachers Return/Record Day
Jan 6	District Inservice
Jan 7	Students Return
Jan 20	ML King Birthday - All District Sites Closed

February 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Feb 3-7	FTE Survey 3 Window
Feb 17	Presidents' Day - All District Sites Closed

March 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Mar 5	Professional Learning Early Release
Mar 14	End Qtr 3 (46 days)
Mar 17-21	Spring Break - All Schools Closed
Mar 24	Record Day - No School for Students

April 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Apr 12-20	Passover
Apr 18	Good Friday- All District Sites Closed

May 2025

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 22-29	MS/HS Exams (tentative)
May 26	Memorial Day - All District Sites Closed
May 27-29	Early Release ALL Schools
May 29	Last Day Students - End 2nd Semester
May 30	Record Day/Last Day for Teachers

June 2025

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Q1	44		
Q2	43	Semester 1	87
Q3	47		
Q4	46	Semester 2	93
			180

July 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- Teachers Report/No School for Students
- District Inservice
- First Day for Students
- No School for Students
- Professional Learning Early Release
- MS/HS Exams
- Last Day for Students
- Paid Holiday
- School Inservice/Teacher Workday

Adopted:

AGENDA ITEM NO. 14.3

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Budget Amendments for October 2023

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of October 2023.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Ending Fund Balance 09/30/2023	$50,736,254	$13,198,866	$45,950,644	$0	$10,660,153	$9,302,302	$0
Fiscal Impact	$274,246	$60	$(2,229)	$0	$0	$0	$0
Budgeted Ending Fund Balance 10/31/2023	$51,010,500	$13,198,926	$45,948,415	$0	$10,660,153	$9,302,302	$0

*Self-insurance Health Fund and Worker's Compensation Fund

General Fund budgeted ending fund balance increased $274,246 due to a reduction in bus driver and bus aid positions (35) based on current routes $695,590 and other miscellaneous adjustments $46,656 partially offset by SAMP and HNB raises $318,000, and the addition of employee incentive programs $150,000.

Debt Service Fund budgeted ending fund balance increased $60 due to an increase in interest income.

Capital Outlay Fund budgeted ending fund balance decreased $2,229 due to miscellaneous adjustments.

Special Revenue Fund budgeted reflects no change but includes adding original budgets for grant revenues and appropriations that were not awarded during the original final budget process for 2023-24.

There were no other changes to the budgeted ending fund balances.

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

Ready To Grow | Goal 5

Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the budget amendments for October 2023.

Financial Impact
There is no significant financial impact. The General Fund budgeted ending assigned/unassigned fund balance is 9.44%.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Oct 2023 Budget Amendment File Summary.pdf
Combined Oct 2023 BAs.pdf

All Funds

Year	2024
Posting Period	4
Entry Type	(All)

Row Labels	Sum of YTD Current
1	**-$274,246**
3	
10101 General Fund	-$419,098
10102 General Fund Grants	-$455,438
4	
10101 General Fund	$144,852
10102 General Fund Grants	$455,438
2	**-$59**
3	
29190 Lease Purchase Bond 2015	-$13
29193 Lease Purchase Bond 2017	-$34
29196 Lease Purchase Bond 2016	-$12
3	**$2,229**
3	
37024 Local Capital Improvement 2324	-$1,663,147
39194 Other Capital Projects	-$13,091
39196 Charter School Capital Outlay	-$407,880
39198 Ed Facilities Security Grants	$7,925
4	
37023 Local Capital Improvement 2223	$2,187,720
37024 Local Capital Improvement 2324	-$522,344
39123 COPS Series 2023A	$0
39192 Sales Tax Proceeds	$0
39194 Other Capital Projects	$13,091
39196 Charter School Capital Outlay	$407,880
39197 Impact Fees	$0
39198 Ed Facilities Security Grants	-$7,925
4	**$0**
3	
42101 Federal Cash Advance	-$3,530,627
42201 Federal Non Cash Advance	-$792,031
44301 CRRSA Act ESSER (ESSER II)	-$9,000
4	
41001 Food Services	$0
42101 Federal Cash Advance	$3,530,627
42201 Federal Non Cash Advance	$792,031
44201 Other CARES Act Relief Funds	$0
44301 CRRSA Act ESSER (ESSER II)	$9,000
44501 ARP Act ESSER	$0
44601 Other ARP Act Relief	$0
8	**$0**
3	
85001 Financial Aid Fee Trust	-$17,765
4	
85001 Financial Aid Fee Trust	$17,765

Capital Fund

October 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance (a)	(330,630,793)	(330,630,793)	-	0.0%	
30X	Revenue	(212,048,340)	(212,461,386)	(413,045)	0.2%	
30X	Transfers In & Other Funding Sources	(215,037)	(1,878,184)	(1,663,147)	773.4%	1/
74X	Facilities Acquisition and Construction	434,795,403	436,465,945	1,670,542	0.4%	
92X	Debt Service	2,317,325	2,317,325	-	0.0%	
97X	Transfers Out	59,830,798	60,238,678	407,880	0.7%	
9X	Budgeted Fund Balance	45,950,644	45,948,415	(2,229)	0.0%	

(a) adjusted from 2023-24 Final Budget Book for an interest entry that US Bank failed to record in June 2023 for $24,605.

Comments for Functional Changes over 5%:

1/ Recording of Initial Lease for Konica Minolta School Copiers (1,663,147)

Capital Fund
October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	YTD Current
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	37024	Local Capital Improvement 2324	30000	Revenue	372401	Lease Agreements		34052	KM Copier Lease				Budget for KM School Copier Lease	0000099179	**(1,663,147.20)**

Debt Service Fund
October 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,831,068)	(12,831,068)	-	0.00%	
30X	Revenue	(1,733,281)	(1,733,340)	(59)	0.00%	
30X	Transfer In	(34,118,575)	(34,118,575)	-	0.00%	
92X	Debt Service	35,484,058	35,484,058	-	0.00%	
9XX	Budgeted Fund Balance	13,198,866	13,198,926	59	0.00%	

General Fund

October 2023 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(85,961,974)	(85,961,974)	-	0.00%	
		3XX	Revenues	(532,892,198)	(533,358,854)	(466,656)	0.09%	
		3XX	Transfers In and Other Funding Sources	(26,835,993)	(27,243,873)	(407,880)	1.52%	
		5XX	Instructional	384,239,324	384,782,029	542,706	0.14%	
		61X	Pupil Personnel Services	24,048,643	23,986,886	(61,758)	-0.26%	
		62X	Instructional Media Services	5,823,429	5,825,930	2,501	0.04%	
		63X	Curriculum	9,464,908	9,327,957	(136,951)	-1.45%	
		64X	Instructional Staff Training	1,501,941	1,506,549	4,608	0.31%	
		65X	Instructional Technology	585	585	-	0.00%	
		71X	Board	1,419,794	1,419,794	-	0.00%	
		72X	General Admin Superintendent	3,182,337	3,185,181	2,844	0.09%	
		73X	School Administration	37,025,519	37,204,462	178,943	0.48%	
		74X	Facility Acquisition and Construction	7,216,996	7,624,876	407,880	5.65%	1
		75X	Fiscal Services	3,715,284	3,845,722	130,438	3.51%	
		77X	Central Services	15,965,717	16,168,847	203,130	1.27%	
		78X	Transportation	21,542,184	20,662,952	(879,232)	-4.08%	
		79X	Operation of Plant	50,733,294	50,694,188	(39,106)	-0.08%	
		81X	Maintenance of Plant	11,609,912	11,841,306	231,394	1.99%	
		82X	Administrative Technology	8,728,688	8,728,688	-	0.00%	
		91X	Community Services	6,968,936	6,969,328	393	0.01%	
		92X	Debt Service	1,766,418	1,778,918	12,500	0.71%	
		97X	Transfer Out	-	-	-	n/a	
		9XX	Budgeted Fund Balance	50,736,254	51,010,500	274,246	0.54%	

Comments for Functional Changes over 5%:

1/ Adjust PECO for Charters per DOE October information 407,880
(Offset by increase from Capital Fund)

General Fund
October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	74010	Facilities Acquisition and Con	431001	Prof & Technical Services	9515	00000	Discretionary				Transferring funds from Prof & Techn Services to Supplies for conference room chairs.	0000098734	(22,000.00)
	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	74010	Facilities Acquisition and Con	451001	Supplies	9515	00000	Discretionary				Transferring funds from Prof & Techn Services to Supplies for conference room chairs.	0000098734	22,000.00
	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	74010	Facilities Acquisition and Con	479401	Charter School State CO	2182	40003	TR Charter Sch CO - PECO				Adjust PECO for Charters per DOE October information	0000099607	407,880.00
																				407,880.00

Health Insurance Fund

October 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,870,340)	(12,870,340)	0	0.00%	
30X	Revenue	(54,642,000)	(54,642,000)	0	0.00%	
30X	Transfer In	0	0	0	n/a	
77X	Central Services	59,507,891	59,507,891	0	0.00%	
9XX	Unappropriated Fund Balances	8,004,449	8,004,449	0	0.00%	

Workers Comp Fund

October 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,565,045)	(1,565,045)	-	0.00%	
30X	Revenue	(3,200,000)	(3,200,000)	-	0.00%	
77X	Central Services	3,467,192	3,467,192	-	0.00%	
9XX	Unappropriated Fund Balances	1,297,853	1,297,853	-	0.00%	

Trust and Agency Fund
October 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,121,660)	(1,121,660)	-	0.0%	
30X	Revenue	(723,661)	(741,426)	(17,765)	2.5%	
5XX	Instructional	1,781,345	1,799,110	17,764	1.0%	
61X	Student Support Services	7,222	7,222	-	0.0%	
63X	Instruction and Curriculum Development	27,846	27,846	-	0.0%	
72X	General Administration Superintendent	17,656	17,656	-	0.0%	
77X	Central Services	7,752	7,752	-	0.0%	
91X	Community Services	3,500	3,500	-	0.0%	
9XX	Unappropriated Fund Balance	(0)	(0)	-	0.0%	

Special Revenue Funds
October 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(36,802,357)	(41,134,015)	(4,331,658)	11.8%	1
5XX	Instructional	20,466,251	20,927,318	461,067	2.3%	
61X	Pupil Personnel Services	2,606,476	3,516,258	909,782	34.9%	2
63X	Instruction/Curriculum Dev Srv	8,607,980	9,328,387	720,407	8.4%	3
64X	Instructional Staff Training	2,997,669	5,061,506	2,063,837	68.8%	4
65X	Instructional Technology	94,736	94,736	-	0.0%	
72X	General Admin Superintendent	1,043,718	1,150,252	106,533	10.2%	5
73X	School Administration	(180)	(180)	0	0.0%	
75X	Fiscal Services	14,304	46,607	32,303	225.8%	6
77X	Central Services	(32,142)	(34,582)	(2,440)	7.6%	7
78X	Transportation	(75,164)	(37,381)	37,784	-50.3%	8
79X	Operation of Plant	(40,911)	(33,526)	7,385	-18.1%	9
81X	Maintenance & Operations	13,838	13,838	-	0.0%	
91X	Community Services	5,800	800	(5,000)	-86.2%	10
97X	Transfers	1,099,983	1,099,983	-	0.0%	

Note: The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Comments for Functional Changes over 5%:

1/	Title II Grant Original Budget Upload	(1,656,475.00)
	Title I Pt A 4324 Original Award Rollforward Revenue	(917,229.31)
	UniSIG Grant 4384 Original for Entitlement Grant	(670,100.00)
	23.24 SCAT Year #5 Initial Revenue	(550,038.00)
	4824 Farmworkers 23-24 Original Award	(286,823.00)
	23.24 LIFT Project - Revenue Year #2	(217,800.00)
	23.24 PELL Revenue Increase	(24,192.61)
	ESSER II Civics Endorsement Bonus 14 & 15	(9,000.00)
		(4,331,657.92)

2/	23.24 SCAT Year #5 Initial Budget	520,512.40
	Farmworkers 23-24 Original Award Budget Upload	224,840.00
	23.24 LIFT Project - Year #2 Budget	181,169.76
	Misc Other Adjustments	(16,739.85)
		909,782.31
3/	Title I Pt A 4324 Original Award Letter Rollforward	714,560.34
	Misc Other Adjustments	5,846.19
		720,406.53
4/	Title II Grant 23-24 Original Budget Upload for Entitlement Grant	1,656,475.00
	UniSIG GrantIInitial Budget Upload for Entitlement Grant	177,637.04
	Title I Pt A Original Award Letter Rollforward Only	154,898.88
	23.24 LIFT Project - Year #2 Budget	28,595.28
	ARP Homeless Transfer to Cover Rental	22,240.00
	Misc Other Adjustments	23,990.33
		2,063,836.53
5/	Title I Pt A Original Award Letter Rollforward Only	41,435.53
	UniSIG Grant Initial Budget Upload for Entitlement Grant	24,033.67
	Correct Function and Activity for Indirect Cost Allocation	19,728.00
	Farmworkers 23-24 Original Award Budget Upload	10,284.19
	Misc Other Adjustments	11,051.64
		106,533.03
6/	UniSIG Grant Initial Budget Upload for Entitlement Grant	32,303.32
7/	Title IX Grant Transfer to Align with Award Letter	(2,783.83)
	Misc Other Adjustments	343.48
		(2,440.35)
8/	Title I Pt A Original Award Letter Rollforward Only	30,000.00
	Title IX Grant Transfer to Align with Award Letter	7,783.83
		37,783.83
9/	Misc Other Adjustments	7,385.26
10/	Title IX Grant Transfer to Align with Award Letter	(5,000.00)

Special Revenue Funds
October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	30000	Revenue	319901	Miscellaneous Federal Direct		15001	Grants Program		4931804543		23.24 LIFT Project - Revenue Year #2	0000097815	(217,800.00)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	30000	Revenue	319901	Miscellaneous Federal Direct		15001	Grants Program		4930804524		23.24 SCAT Year #5 Initial Revenue	0000098104	(550,038.00)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	30000	Revenue	319201	Pell Grants		15001	Grants Program		4021104014		23.24 PELL Revenue Increase	0000098206	(3,804.73)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	322501	Teacher, Prinipal Trn & Recrut		15001	Grants Program		4930404364		Title II Grant 4364 Revenue for Original Budget Upload	0000098593	(1,656,475.00)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930804484		ESSER II Civics Endorsement Bonus 14 & 15	0000098860	(9,000.00)
1	4	KK_REV_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504074		Title III Immigrant 4074 Correcting Revenue Object Code	0000098950	174,953.00
1	4	KK_REV_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324101	Language Instruct - Title III		15001	Grants Program		4930504074		Title III Immigrant 4074 Correcting Revenue Object Code	0000098950	(174,953.00)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504384		UniSIG Grant 4384 Original Revenue for Entitlement Grant	0000099093	(670,100.00)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	30000	Revenue	319201	Pell Grants		15001	Grants Program		4021104014		23.24 PELL Revenue Increase	0000099349	(20,387.88)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504324		Title I Pt A 4324 Original Award Rollforward Revenue Minus 400,000 Previously Loaded	0000099500	(917,229.31)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	322301	Adult Migrant Education		15001	Grants Program		4932304824		4824 Farmworkers 23-24 Original Award Revenue Journal	0000100434	(286,823.00)
																				(4,331,657.92)
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804524	6300000000	23.24 SCAT Year #5 Initial Budget	0000098103	6,000.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804524	6300000000	23.24 SCAT Year #5 Initial Budget	0000098103	815.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9308	15001	Grants Program	SDMC4	4930804524	6300000000	23.24 SCAT Year #5 Initial Budget	0000098103	459.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804524	6300000000	23.24 SCAT Year #5 Initial Budget	0000098103	75.00
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	5,573.64
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	2,786.82
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9310	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9320	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	1,857.88
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9321	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	1,857.88
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(21,365.62)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0072	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	2,786.82
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0151	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	4,644.70
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0261	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0271	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0281	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0381	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0411	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0421	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0431	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0541	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0581	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0601	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0671	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0721	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0761	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	0762	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9303	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	4,644.70
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	5,573.64
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9320	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9321	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(45,518.06)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0072	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0151	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	355.30
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0261	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0271	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0281	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0381	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0411	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0421	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0431	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0541	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0581	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0601	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0671	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0721	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0761	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0762	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9303	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	781.66
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	355.30
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	710.60
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	568.48
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9320	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9321	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(5,116.32)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804524	6300000000	23.24 4524 SCAT NCH Transfer	0000098944	(4,000.00)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804524	6300000000	4524 SCAT Benefits Allocation for NCH	0000098956	(543.60)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9308	15001	Grants Program	SDMC4	4930804524	6300000000	4524 SCAT Benefits Allocation for NCH	0000098956	(306.00)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804524	6300000000	4524 SCAT Benefits Allocation for NCH	0000098956	(50.00)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9310	15001	Grants Program	SDMC4	4931004472	6300000000	ARP IDEA Cvr Negatives	0000099075	2,256.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	63010	Instruction and Curriculum Dev	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004472	6300000000	ARP IDEA Cvr Negatives	0000099075	553.15
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4931004472	6300000000	ARP IDEA Cvr Negatives	0000099075	539.57
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004472	6300000000	ARP IDEA Cvr Negatives	0000099075	48.01
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(29,726.08)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	2011	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9302	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76

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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	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9310	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	14,863.04
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413109	Occup Spec Other	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(43,660.18)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	7004	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9303	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	5,573.64
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	6,502.58
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9310	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	21,365.62
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	415109	Teacher Aides Other	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(1,857.88)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	415209	Instr Assist Other	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	2011	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	7004	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9302	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9303	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	710.60
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	781.66
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,771.34
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(5,755.86)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504533	6300000000	Adding activity	0000099272	(8,568.00)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504533	6300000160	Adding activity	0000099272	8,568.00

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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	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	63010	Instruction and Curriculum Dev	431002	Prof & Technical Serv-Subs	9310	15001	Grants Program	SDMC4	4931004462	6300000000	ARP IDEA K-12 Amendment #2	0000099480	300,000.00
2	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Unposte	44601	Other ARP Act Relief	63010	Instruction and Curriculum Dev	431002	Prof & Technical Serv-Subs	9310	15001	Grants Program	SDMC4	4931004462	6300000000	ARP IDEA K-12 Amendment #2	0000099480	(300,000.00)
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	331,042.47
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9307	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	96,675.94
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504324	6309000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	30,953.15
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	24,509.82
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	45,056.78
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504324	6309000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	4,642.97
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9307	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	29,969.54
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	27,199.75
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504324	6309000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	2,367.92
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9307	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	7,395.71
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	56,458.64
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504324	6309000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	6,500.16
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9307	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	20,301.95
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	784.66
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504324	6309000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	71.19
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9307	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	222.35
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	4,311.98
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504324	6309000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	386.91
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	1,208.45
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	6,000.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	437011	Postage	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	500.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	4,000.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	464301	Capitalized Computer Hardware	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	5,000.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	464401	Non-Capitalized Computer Hardw	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	8,000.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	16,000.00
2	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504324	6300000000	Title I Part A 4324 Removing Previously Early Uploaded Rollfoward BT 97202 to Align with Award Letter	0000099502	(15,000.00)
																				720,406.53
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0731	15001	Grants Program	SDMC4	4931804543	6400000000	23.24 LIFT Project - Year #2 Budget	0000097814	6,300.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	0731	15001	Grants Program	SDMC4	4931804543	6400000000	23.24 LIFT Project - Year #2 Budget	0000097814	750.33
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	422001	FICA	0731	15001	Grants Program	SDMC4	4931804543	6400000000	23.24 LIFT Project - Year #2 Budget	0000097814	481.95

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	0731	15001	Grants Program	SDMC4	4931804543	6400000000	23.24 LIFT Project - Year #2 Budget	0000097814	63.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	431001	Prof & Technical Services	9318	15001	Grants Program	SDMC4	4931804543	6400000000	23.24 LIFT Project - Year #2 Budget	0000097814	18,000.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	459001	Other Materials and Supplies	9318	15001	Grants Program	SDMC4	4931804543	6400000000	23.24 LIFT Project - Year #2 Budget	0000097814	3,000.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804523	6190000000	22.23 SCAT - NCH Tech Training	0000098026	6,240.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804523	6190000000	22.23 SCAT - NCH Tech Training	0000098026	846.77
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804523	6190000000	22.23 SCAT - NCH Tech Training	0000098026	477.36
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9308	15001	Grants Program	SDMC4	4930804523	6190000000	22.23 SCAT - NCH Tech Training	0000098026	78.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804524	6400000000	23.24 SCAT Year #5 Initial Budget	0000098103	2,000.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804524	6400000000	23.24 SCAT Year #5 Initial Budget	0000098103	27.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804524	6400000000	23.24 SCAT Year #5 Initial Budget	0000098103	153.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804524	6400000000	23.24 SCAT Year #5 Initial Budget	0000098103	25.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804523	6400000000	23.24 SCAT NCH Tech Training Correction	0000098107	6,240.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804523	6400000000	23.24 SCAT NCH Tech Training Correction	0000098107	846.77
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804523	6400000000	23.24 SCAT NCH Tech Training Correction	0000098107	477.36
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804523	6400000000	23.24 SCAT NCH Tech Training Correction	0000098107	78.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804523	6190000000	NCH Correction	0000098108	(6,240.00)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804523	6190000000	NCH Correction	0000098108	(846.77)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804523	6190000000	NCH Correction	0000098108	(477.36)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9308	15001	Grants Program	SDMC4	4930804523	6190000000	NCH Correction	0000098108	(78.00)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	412109	Teachers Other	9308	15001	Grants Program	SDMC4	4930804484	6400000000		0000098113	(2,786.81)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804484	6400000000		0000098113	(213.19)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930804484	6400000000		0000098113	3,000.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	421103	Retirement System	9304	15001	Grants Program	SDMC4	4930804513	6400000000	No Budget Exists Zero Lines Final September Pay Roll	0000098166	-
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9304	15001	Grants Program	SDMC4	4930804513	6400000000	No Budget Exists Zero Lines Final September Pay Roll	0000098166	-
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	424001	Worker's Compensation	9304	15001	Grants Program	SDMC4	4930804513	6400000000	No Budget Exists Zero Lines Final September Pay Roll	0000098166	-
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	1,035,841.12
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	10,000.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	156,876.17
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	80,006.85
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	162,212.72
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	423201	Life Insurance	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	2,382.43
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	13,073.01
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	436002	Rentals Software	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	57,504.86
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439001	Other Purchased Services	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	39,167.05
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	421.62
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	5,013.42
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	8,026.06
3	4	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	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	2,529.70
3	4	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	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	2,077.43

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	199.31
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	2,920.66
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	2,062.09
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	1,655.81
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	1,878.12
3	4	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	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	256.80
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	3,510.92
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	2,909.16
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2182	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	4,810.27
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2192	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	1,728.63
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	479005	Indirect Costs	9304	15001	Grants Program	SDMC4	4930404364	6400000000	Title II Grant 4364 23-24 Original Budget Upload for Entitlement Grant	0000098207	59,410.79
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	421103	Retirement System	9304	15001	Grants Program	SDMC4	4930804513	6400000000	HIITS Stipend Benefit Transfer	0000098408	3,136.50
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804513	6400000000	HIITS Stipend Benefit Transfer	0000098408	(3,136.50)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9304	15001	Grants Program	SDMC4	4930804513	6400000000	HIITS Stipend Benefit Transfer	0000098408	1,599.62
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804513	6400000000	HIITS Stipend Benefit Transfer	0000098408	(1,599.62)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	424001	Worker's Compensation	9304	15001	Grants Program	SDMC4	4930804513	6400000000	HIITS Stipend Benefit Transfer	0000098408	261.38
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804513	6400000000	HIITS Stipend Benefit Transfer	0000098408	(261.38)
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	412109	Teachers Other	9308	15001	Grants Program	SDMC4	4930804484	6400000000	Civics Endorsement Bonus Pmy 14 & 15	0000098859	5,573.62
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804484	6400000000	Civics Endorsement Bonus Pmy 14 & 15	0000098859	426.38
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930804484	6400000000	Civics Endorsement Bonus Pmy 14 & 15	0000098859	3,000.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930804524	6400000000	23.24 4524 SCAT NCH Transfer	0000098944	4,000.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930804524	6400000000	4524 SCAT Benefits Allocation for NCH	0000098956	787.20
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804524	6400000000	4524 SCAT Benefits Allocation for NCH	0000098956	306.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930804524	6400000000	4524 SCAT Benefits Allocation for NCH	0000098956	50.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	412109	Teachers Other	9308	15001	Grants Program	SDMC4	4930804484	6400000000	Correction for Rowlett Charter	0000099076	2,786.81
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930804484	6400000000	Correction for Rowlett Charter	0000099076	213.19
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	64010	Instructional Staff Training S	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930804484	6400000000	Correction for Rowlett Charter	0000099076	(3,000.00)
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	45,850.61
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	0261	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	67,232.69
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	6,221.92
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	9,123.47
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	0151	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	3,507.57
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	0261	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	8,963.55
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	573.13
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	840.41
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	0151	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	4,147.50
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	0261	15001	Grants Program	SDMC4	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	3,240.40
3	4	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	4930504384	6400000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	27,935.79

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	6400000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(5,573.64)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	411209	Other SAMP Other	9304	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	411209	Other SAMP Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413109	Occup Spec Other	9799	15001	Grants Program	SDMC4	4930504379	6400000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(39,015.48)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0051	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0061	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0221	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0231	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0261	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0271	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0281	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0381	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0411	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0421	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0431	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0521	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0541	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0581	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0621	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0641	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0671	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0691	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0741	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0761	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	0861	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	9304	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	10,218.34
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	413409	Other Cert Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0051	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0061	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0221	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0231	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0261	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0271	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0281	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0381	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0411	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0421	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0431	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0521	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0541	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0581	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0621	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0641	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0671	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0691	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0741	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0761	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	0861	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9304	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,136.96
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	6400000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(3,410.88)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	416301	NCH Regular Pay	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	42,100.46
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Unposte	44601	Other ARP Act Relief	64010	Instructional Staff Training S	416301	NCH Regular Pay	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	(42,100.46)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	636.21
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Unposte	44601	Other ARP Act Relief	64010	Instructional Staff Training S	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	(636.21)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	518.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Unposte	44601	Other ARP Act Relief	64010	Instructional Staff Training S	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	(518.00)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	64010	Instructional Staff Training S	433003	Out of County Travel	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	4,691.16
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Unposte	44601	Other ARP Act Relief	64010	Instructional Staff Training S	433003	Out of County Travel	9310	15001	Grants Program	SDMC4	4931004462	6400000000	ARP IDEA K-12 Amendment #2	0000099480	(4,691.16)
3	4	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	4930504114	6400000000	Title IV 4114 Transfer to Align Budget with Approved Award Letter	0000099494	(12,000.00)
3	4	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	4930504114	6400000000	Title IV 4114 Transfer to Align Budget with Approved Award Letter	0000099494	4,700.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504114	6400000000	Title IV 4114 Transfer to Align Budget with Approved Award Letter	0000099494	7,502.85
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504114	6400000000	Title IV 4114 Transfer to Align Budget with Approved Award Letter	0000099494	(202.85)
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	24,800.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	2,953.68
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	422001	FICA	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	1,897.20
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	248.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	431001	Prof & Technical Services	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	75,000.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433003	Out of County Travel	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	10,000.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	20,000.00
3	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	20,000.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	64010	Instructional Staff Training S	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504572	6400000000	ARP Homeless 4572 Transfer to Cover Rental	0000099504	22,240.00
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504114	6400000000	Title IV 4114 Transfer for Catapult Invoice	0000099683	(1,764.15)
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504114	6400000000	Title IV 4114 Transfer for Catapult Invoice	0000099683	1,764.15
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	412102	Teachers Overtime Pay	0411	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Open Lines for Payroll 99908	0000099925	-
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	415102	Teacher Aides Overtime Pay	0521	15001	Grants Program	SDMC4	4930504324	6400000000	Title I Pt A 4324 Open Lines for Payroll 99908	0000099925	-
3	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	64010	Instructional Staff Training S	439002	Printing	0861	15001	Grants Program	SDMC4	4930504324	6400000000	October Papercut Errors Title I Pt A Opening Zero Budget Lines	0000100034	-
																				2,063,836.53
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9318	15001	Grants Program	SDMC4	4931804543	7200000000	23.24 LIFT Project - Year #2 Budget	0000097814	8,034.96
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	411109	Adm/Direct Other	9501	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	411109	Adm/Direct Other	9613	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	411109	Adm/Direct Other	9617	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	1,857.88
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(3,715.76)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	416109	NB Support Other	9301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	416109	NB Support Other	9501	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	416109	NB Support Other	9511	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	416109	NB Support Other	9612	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	416109	NB Support Other	9613	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(4,644.70)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9501	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9511	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9612	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9613	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9617	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(639.54)
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0151	15001	Grants Program	SDMC4	4930504384	7200000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	8,771.97
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0261	15001	Grants Program	SDMC4	4930504384	7200000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	9,613.56
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0731	15001	Grants Program	SDMC4	4930504384	7200000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	3,407.25
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	2161	15001	Grants Program	SDMC4	4930504384	7200000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	1,039.21
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504384	7200000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	1,201.68
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(928.94)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	411209	Other SAMP Other	9611	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9611	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(71.06)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	72010	General Administration (Super)	479005	Indirect Costs	9310	15001	Grants Program	SDMC4	4931004462	7200000000	ARP IDEA K-12 Amendment #2	0000099480	(9,199.29)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Unposte	44601	Other ARP Act Relief	72010	General Administration (Super)	479005	Indirect Costs	9310	15001	Grants Program	SDMC4	4931004462	7200000000	ARP IDEA K-12 Amendment #2	0000099480	9,199.29
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504324	7200000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	41,435.53
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44201	Other CARES Act Relief Funds	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104451	7200000000	4451 HEERF Cvr Final Expenses	0000099586	(0.50)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	72010	General Administration (Super)	479005	Indirect Costs	9310	15001	Grants Program	SDMC4	4931004472	7200000000	ARP IDEA Pre-K to adjust the final indirect cost	0000099959	875.18
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	0211	15001	Grants Program	SDMC4	4021104104	7200000000	4104 Perkins Postsecondary Transfer to Align Budget with Approved Award	0000100159	2,142.00
4	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9308	15001	Grants Program	SDMC4	4930804524	7200000000	Correct Function and Activity for Indirect Cost Allocation	0000100427	19,728.00
4	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9323	15001	Grants Program	SDMC4	4932304824	7200000000	4824 Farmworkers 23-24 Original Award Budget Upload	0000100432	10,284.19
																				106,533.03
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9552	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9553	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(2,786.82)
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	1,857.88
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9553	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	5,573.64
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9555	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(13,934.10)
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9323	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9552	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9553	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	497.42
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9555	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	284.24
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(1,279.08)
2024	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504384	7500000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	23,319.62
2024	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504384	7500000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	3,164.48
2024	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504384	7500000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	1,783.96
2024	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504384	7500000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	3,690.12
2024	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504384	7500000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	53.64
2024	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504384	7500000000	UniSIG Grant 4384 Initial Budget Upload for Entitlement Grant	0000099091	291.50
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(14,863.04)
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411209	Other SAMP Other	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411209	Other SAMP Other	9552	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411209	Other SAMP Other	9553	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	8,360.46
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411209	Other SAMP Other	9555	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9552	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9553	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	639.54
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9555	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
2024	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(1,136.96)
																				32,303.32
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77910	Other Central Services	416102	NB Support Overtime Pay	0852	15001	Grants Program	SDMC4	4932304244	5300000000	BT2 4364 Title II Open PR line based on grant mass update	0000097883	297.36
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77910	Other Central Services	421103	Retirement System	0852	15001	Grants Program	SDMC4	4932304244	5300000000	BT2 4364 Title II Open PR line based on grant mass update	0000097883	35.42
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77910	Other Central Services	422001	FICA	0852	15001	Grants Program	SDMC4	4932304244	5300000000	BT2 4364 Title II Open PR line based on grant mass update	0000097883	22.75
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77910	Other Central Services	424001	Worker's Compensation	0852	15001	Grants Program	SDMC4	4932304244	5300000000	BT2 4364 Title II Open PR line based on grant mass update	0000097883	2.97
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	77910	Other Central Services	421103	Retirement System	9531	15001	Grants Program	SDMC4	4930504373	7790000000	clear negatives	0000097943	0.01
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	77910	Other Central Services	422001	FICA	9531	15001	Grants Program	SDMC4	4930504373	7790000000	clear negatives	0000097943	(0.02)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	77910	Other Central Services	424001	Worker's Compensation	9531	15001	Grants Program	SDMC4	4930504373	7790000000	clear negatives	0000097943	(0.01)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	77310	Personnel Services	473001	Dues and Fees	9534	15001	Grants Program	SDMC4	4930504373	7730000000	Budget Transfer for Final Remaining Budget in ESSER II Lump to Supplies	0000098433	(15.00)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	411109	Adm/Direct Other	9309	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7710000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(928.94)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	422001	FICA	9309	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7710000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(71.06)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411109	Adm/Direct Other	9614	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(928.94)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	416109	NB Support Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	416109	NB Support Other	9614	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(1,857.88)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9614	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(213.18)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411109	Adm/Direct Other	9536	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411109	Adm/Direct Other	9537	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(1,857.88)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	2,786.82
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9534	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	2,786.82
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9535	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9536	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(7,431.52)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9534	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9535	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9536	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9537	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(710.60)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77410	Statistical Services	416109	NB Support Other	9303	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	5,573.64
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77410	Statistical Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7740000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(5,573.64)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77410	Statistical Services	422001	FICA	9303	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	426.36
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77410	Statistical Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7740000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(426.36)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411109	Adm/Direct Other	9517	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411109	Adm/Direct Other	9554	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7760000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(1,857.88)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416109	NB Support Other	9517	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416109	NB Support Other	9554	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416109	NB Support Other	9572	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,715.76
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416109	NB Support Other	9573	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	1,857.88
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7760000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(10,218.34)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9517	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9554	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	355.30
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9572	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	284.24
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9573	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7760000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(923.78)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411109	Adm/Direct Other	9518	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411109	Adm/Direct Other	9519	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411109	Adm/Direct Other	9531	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411109	Adm/Direct Other	9532	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(3,715.76)

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	2,786.82
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9518	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9519	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9531	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	43,660.18
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9532	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(49,233.82)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	213.18
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9518	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9519	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9531	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	3,410.88
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9532	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(4,050.42)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77010	Central Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7700000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(928.94)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77010	Central Services	411209	Other SAMP Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77010	Central Services	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77010	Central Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7700000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(71.06)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7710000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(2,786.82)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	411209	Other SAMP Other	9309	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	422001	FICA	9309	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77110	Planning, Research Development	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7710000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(213.18)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(2,786.82)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411209	Other SAMP Other	9571	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411209	Other SAMP Other	9614	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9571	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9614	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(213.18)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(25,081.38)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411209	Other SAMP Other	9534	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	14,863.04
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411209	Other SAMP Other	9535	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	7,431.52
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411209	Other SAMP Other	9536	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411209	Other SAMP Other	9537	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	411209	Other SAMP Other	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9534	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,136.96
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9535	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	568.48
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9536	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9537	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9551	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(1,918.62)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7760000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(3,715.76)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411209	Other SAMP Other	9554	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411209	Other SAMP Other	9572	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	411209	Other SAMP Other	9573	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7760000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(11,147.28)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416209	B Support Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	416209	B Support Other	9517	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	10,218.34
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9517	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	781.66
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9554	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9572	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9573	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77610	Internal Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7760000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(1,136.96)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(3,715.76)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411209	Other SAMP Other	9531	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411209	Other SAMP Other	9532	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	411209	Other SAMP Other	9535	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9531	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9532	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9535	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(284.24)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504094	7730000000	Title IX Grant 4093 Transfer to Align with Award Letter	0000099174	(2,783.83)

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	433005	Out of State Travel	9305	15001	Grants Program	SDMC4	4930504094	7730000000	Title IX Transfer to Cover Change from Travel to Conference to Virtual Attendance of Conference	0000099334	(1,490.00)
7	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	77310	Personnel Services	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504094	7730000000	Title IX Transfer to Cover Change from Travel to Conference to Virtual Attendance of Conference	0000099334	1,490.00
																				(2,440.35)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411109	Adm/Direct Other	9514	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(928.94)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9514	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	17,649.86
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(17,649.86)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9514	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	1,421.20
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(1,421.20)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(11,147.28)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411209	Other SAMP Other	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411209	Other SAMP Other	9513	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411209	Other SAMP Other	9514	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	8,360.46
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(166,280.26)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416209	B Support Other	9513	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	6,502.58
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416209	B Support Other	9514	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	159,777.68
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9513	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	639.54
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9514	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	12,861.86
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(13,572.46)
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	439001	Other Purchased Services	9305	15001	Grants Program	SDMC4	4930504094	7800000000	Title IX Grant 4093 Transfer to Align with Award Letter	0000099174	5,500.00
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504094	7800000000	Title IX Grant 4093 Transfer to Align with Award Letter	0000099174	2,783.83
8	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479102	Extra-Curricular Transportatio	9305	15001	Grants Program	SDMC4	4930504094	7800000000	Title IX Grant 4093 Transfer to Align with Award Letter	0000099174	(500.00)
8	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504324	7800000000	Title I Pt A 4324 Original Award Letter Rollforward Only	0000099496	30,000.00
																				37,783.83
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0031	15001	Grants Program	SDMC4	4930504379	7900000000	Extra COVID supply money	0000097928	500.00
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	9799	15001	Grants Program	SDMC4	4930504379	7900000000	Extra COVID supply money	0000097928	(500.00)
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	9512	15001	Grants Program	SDMC4	4930504373	7900000000	clear negatives	0000097943	0.02
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	9512	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Final Remaining Budget in ESSER II Lump to Supplies	0000098433	7,385.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0271	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	610.73
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0411	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	85.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	198.59

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0621	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	1,030.02
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0641	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	220.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0651	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	1,112.65
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0671	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	888.00
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0821	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	888.00
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	9318	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	2,314.78
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	9512	15001	Grants Program	SDMC4	4930504373	7900000000	Budget Transfer for Supplies Reclass	0000098440	(7,348.89)
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7900000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(928.94)
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7900000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(71.06)
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411109	Adm/Direct Other	9799	15001	Grants Program	SDMC4	4930504379	7900000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(9,289.40)
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0072	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0721	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0762	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	0852	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	7900000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(251,742.74)
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0031	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0051	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0061	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0072	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	9,289.40
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0151	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	8,360.46
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	9,289.40
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0221	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0231	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0261	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0271	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0281	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0291	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	8,360.46
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0381	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0411	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0421	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0431	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	12,076.22
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0521	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0541	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0581	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0601	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0611	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0621	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0631	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0641	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0651	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0652	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0671	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0681	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0691	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0701	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0711	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0721	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	10,218.34
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0731	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0741	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0752	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	5,573.64
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0761	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	5,573.64
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0762	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	7,431.52
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0771	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0781	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0791	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0801	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0811	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	4,644.70
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0821	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	6,502.58
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0842	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	5,573.64
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0852	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	9,289.40
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0853	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	3,715.76
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0857	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	0861	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	2011	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	2083	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,857.88
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	928.94
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	12,076.22
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	9518	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	2,786.82
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	416209	B Support Other	9519	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	5,573.64
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0031	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0051	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0061	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0072	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	781.66
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0151	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0181	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	710.60
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0211	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	781.66
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0221	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0231	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0261	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0271	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0281	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0291	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0301	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0351	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	710.60

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0381	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0411	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0421	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0431	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	923.78
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0521	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0541	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0581	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0601	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0611	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0621	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0631	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0641	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0651	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0652	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0671	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0681	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0691	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0701	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0711	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0721	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	852.72
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0731	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0741	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0752	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	426.36
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0761	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	426.36
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0762	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	639.54
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0771	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0781	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0791	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0801	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0811	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	355.30

October 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0821	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	497.42
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0842	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	426.36
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0852	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	781.66
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0853	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	284.24
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0857	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	0861	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	2011	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	2083	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	142.12
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	71.06
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	1,136.96
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9518	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	213.18
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9519	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	426.36
9	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	7900000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 2	0000099156	(19,967.86)
																				7,385.26
10	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	91010	Community Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	928.94
10	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	91010	Community Services	416109	NB Support Other	9799	15001	Grants Program	SDMC4	4930504379	9100000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(928.94)
10	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	91010	Community Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	4999999999	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	71.06
10	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	91010	Community Services	422001	FICA	9799	15001	Grants Program	SDMC4	4930504379	9100000000	ESSER III Lump Retention Bonus 3/1/23 - 9/30/23 Budget Transfer 1	0000098743	(71.06)
10	4	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	91010	Community Services	439001	Other Purchased Services	9305	15001	Grants Program	SDMC4	4930504094	9100000000	Title IX Grant 4093 Transfer to Align with Award Letter	0000099174	(5,000.00)
																				(5,000.00)

Food Service Fund

October 2023 Budget Amendment Summary

Function	FunctionDescr	Prior YTD	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(14,607,124)	(14,607,124)	-	0.00%	
30X	Revenue	(32,825,431)	(32,825,431)	-	0.00%	
76X	Food Services	36,772,402	36,772,402	-	0.00%	
9XX	Unappropriated Fund Balances	10,660,153	10,660,153	-	0.00%	

AGENDA ITEM NO. 14.4

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Policies 1500, 3500, 4500 - Remote Work
Policy 2520 - Selection and Adoption of Instructional Materials
Policy 5120 - Assignment within District
Policy 6233 - District Budget
Policy 6235 - Fund Balance
Policy 6550 - Travel and Per Diem

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):

Recommendation
The Superintendent recommends approval of advertising a Notice of Intent to amend School Board Policies, to include new Policies, and setting a Public Hearing at the Board Meeting on January 16, 2024.

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 2023-2024 school year.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policies 1500-3500-4500 - Remote Work
DRAFT_Policy_2520
Policy_6550_Tavel_and_Per_Diem
Policy 5120 Assignment within District
Policy_6235_Fund_Balance - Updated 12.8.2023
Policy_6233_District_Budget - Updated 12.8.2023

Book

Policy Manual

Section

1000 Administration

Title

REMOTE WORK

Code

po1500

Status

From Neola

1500 - REMOTE WORK

School Board employees are required to work at their assigned District building, District site, or school building. However, the Board recognizes that certain District-declared emergencies require remote work and that other unique circumstances may arise in which authorizing a temporary work assignment for a position is in the best interest of the District.

[ ] ~~certain positions allow for remote work.~~

~~[ ] certain District-declared emergencies require remote work.~~

Subject to any applicable bargaining agreement, eligible employees are only authorized to work remotely in accordance with this policy and procedures developed by the Superintendent.

Remote working can be considered when it provides an operational benefit to the Board; the responsibilities and duties of the position can be accomplished successfully from a remote environment; and the employee demonstrates the skills and abilities needed to effectively work remotely.

Employees are not permitted to work remotely unless approved in advance by the Superintendent.

Definitions

A. Remote Work/Working – a temporary work or work arrangement during which an employee performs their assigned job duties in an alternate work location away from their assigned District building, District site, or school building.

B. Alternate Work Location(s) - approved locations, other than the employee's normal assigned workplace, where official District business is performed. The most common alternate work location is the home of an employee. Alternate work locations must be approved in advance by the Superintendent.

C. Remote Working Agreement - Remote work arrangements are approved by the Superintendent and documented in writing in a remote working agreement. Remote working agreements include specific terms such as employee hours, employee responsibilities, employee expectations, and confidentiality. Remote working agreements may not exceed a contract year but may be renewed by the Superintendent.

~~[ ] contract year~~

~~[ ] semester~~

~~[ ] school year~~

~~[ ] _____~~

~~but may be renewed by the Superintendent.~~

Eligible Positions

Positions for which remote work may be authorized are determined at the discretion of the Superintendent during District-declared emergency or other unique circumstances in which a temporary remote work assignment for a position is in the best interest of the District.

~~[ ] those positions in which the job description specifically permits remote work.~~

~~[ ] determined at the discretion of the Superintendent during a District-declared emergency.~~

Termination of Remote Working Agreements

Remote working agreements are approved at the discretion of the Superintendent and may be revoked/terminated at any time.

Nothing in this policy is intended to interfere with, or supplant, any rights afforded to employees under the Americans with Disabilities Act, as amended, or Section 504 of the Rehabilitation Act of 1973.

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3500 - **REMOTE WORK**

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2520 - **SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS**

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

'Adequate instructional materials' means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

"Library media center" means any collection of books, ebooks, periodicals, or videos maintained and accessible on the site of a school, including classrooms.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library media center, or classroom library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

Each principal shall provide that instructional materials are used to provide instruction to students enrolled at the grade level or levels for which the materials are designed pursuant to adopted Board policies. Each principal shall communicate to parents the manner in which instructional materials are used to implement the curricular objectives of the school and the procedures for contesting the adoption and use of instructional materials. Principals are also responsible for overseeing compliance with District procedures for selecting school library media center materials at the school to which they are assigned and notifying parents of the process for objecting to the use of specific materials.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional core materials (as defined in F.S. 10003.42 and F.S. 1006.28) for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of ~~District~~ students who will have access to such materials.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all instructional core materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website of List of Instructional Materials and Process to Limit Student Access

The Board will publish on its website, in a searchable format, a list of all instructional core materials, including those used to provide required instruction under Florida law.

The Board will adopt and publish on its website the process for a parent to limit his/her student's access to materials in the school or classroom library.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. The Board will purchase all instructional core materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages
2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.
3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.
4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.
5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.
2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.
3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as

"unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra-curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

    1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

    2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;
2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, 'resident' means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School or Classroom Library, or Included on a Reading List

The District's process and objection form, which are easy to read and understand, are accessible on the homepage of the District's website.

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school or classroom library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, 'resident' means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Parents and residents of the county ~~should~~ must make any such objection by utilizing the standard objection form adopted by the State Board of Education, ~~in writing to the principal~~ which shall identify the District's point of contact and contact information for the submission of an objection, identifying the specific instructional material and stating the basis for the objection.

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The District point of contact will notify the school or schools that have the identified specific instructional material in their inventory. All submitted documents will be shared with the Principal(s).

Any material that is subject to an objection on the basis that it is pornographic or prohibited under F.S. 847.012 or depicts or describes sexual conduct as defined in F.S. 847.001(19)(unless such material is for a course required by F.S. 1003.46, F.S. 1003.42(2)(n)1.g., F.S. 1003.42(2)(n)3., or identified by State Board of Education rule) must be removed within five (5) school days of receipt of the objection and remain unavailable to students of that school until the objection is resolved.

The principal at each school with the identified material, or a committee designed by the principal, shall:

1. Inform the school's SAC of the objection.
2. Review the challenged books or materials.
3. Review the completed Library and Instructional Material Objection Form.
4. Consult professional review and academic resources to weigh the merits against alleged faults considering the material as a whole.
5. Determine the extent to which the material meets the FLDOE Criteria for Selection to reach a school decision.

Within 90 days of the receipt of the formal challenge, the Deputy Superintendent of Instructional Services will communicate the school decision to the complainant, all school principals, and community stakeholders.

~~The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material.~~ If the objection is not resolved to the objector's satisfaction, the complainant may submit a request in writing to the Deputy Superintendent of Instructional Services for a district-level review. The written request must be

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submitted within 30 days of the complainant receiving notification of the school-based decision. Only the original complainant may appeal a prior decision.~~the principal shall refer the matter to the appropriate District-level curriculum supervisor.~~

The Deputy Superintendent of Instructional Services, in coordination with the District Library Media Coordinator, curriculum department, and other stakeholders, will review the material under objection and all documentation from the school-level review processes. Within 30 days of receiving the written request for a district-level review, the Deputy Superintendent of Instructional Services will submit a written decision to the complainant. If the district-based decision results in a modification to the status of a material at the school level, the decision will be communicated to all school principals.

~~The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection.~~ If the objection is still not resolved to the objector's satisfaction, the complainant may submit a request in writing to the Deputy Superintendent of Instructional Services for an appeal to the School Board. The written request must be submitted within 30 days of the complainant receiving notification of the district-level decision. Only the original complainant may appeal a prior decision. T~~t~~he matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. ~~The decision of the Board shall be final.~~

If a parent disagrees with the determination made by the Board on the objection to the use of a specific material, a parent may request the Commissioner of Education to appoint a special magistrate who is a member of The Florida Bar in good standing and who has at least five (5) years' experience in administrative law. The special magistrate shall determine facts relating to the District's determination, consider information provided by the parent and the District, and render a recommended decision for resolution to the State Board of Education within 30 days after receipt of the request by the parent.

The State Board of Education must approve or reject the recommended decision at its next regularly scheduled meeting that is more than seven (7) calendar days and no more than thirty (30) days after the date the recommended decision is transmitted. The costs of the special magistrate shall be borne by the District.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to prekindergarten through grade ~~K-~~5 students who are net yet reading ~~below~~ on grade level~~-~~, who score below a level 3 in the preceding year's Statewide, standardized English Language Arts Assessment (ELA), or who have a substantial reading deficiency identified under F.S. 1008.25, or who have a substantial deficiency in early literacy skills based upon the results of the coordinated screening and progress monitoring under F.S. 1008.25.~~and to improve the literacy skills of students in K-12~~.

The School District must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading. The District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. The District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

The District shall also establish a data sharing agreement with the initiative's administrator to allow for a streamlined student verification and enrollment process.

The Statewide ELA is not the sole determiner of promotion. Additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and schools in identifying the reading level of the student. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school begin collecting evidence for a portfolio.

Annual Report to the Florida Department of Education

Annually, beginning June 30, 2023, the Board shall submit to the Commissioner of Education a report that identifies the following:

A. Each material for which the District received an objection, including the grade level and course the material was used in, for the school year and the specific objections thereto;

B. Each material that was removed or discontinued; and,

C. Each material that was not removed or discontinued and the rationale for not removing or discontinuing the material.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center, or classroom library, or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether to book is purchased, donated or otherwise made available to students.

Revised 7/24/18

Revised 1/25/22

Revised 9/13/22

Revised 5/9/23

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Legal

F.S. 119.071

F.S. 212.183

F.S. 1001.215

F.S. 1002.22

F.S. 1003.485

F.S. 1006.28

F.S. 1006.28 through 1006.42

F.S. 1006.40

F.S. 1008.22

F.S. 1008.25(5)(a)

F.S. 1008.25(5)(c)

F.S. 1014.05

F.A.C. 6A-6.03028

34 C.F.R. Part 300

6550 - **TRAVEL AND PER DIEM**

A. **In-County Travel**

Travel on official business performed within Manatee County by the Superintendent, District employees, and authorized persons shall be reimbursed based on rates posted for public employees on the Internal Revenue Service website as of January 1st preceding the new fiscal year and pursuant to F.S. 112.061; said mileage shall be determined by the District's mileage chart calculator or MapQuest based on the shortest distance and/or most economical means (if not available on the mileage chart) if travel is performed by personal automobile. No reimbursement shall be made for travel between an employee's home and his/her official headquarters. The Superintendent, or designee, may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business. Such allowances shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel, the reimbursable amount at distances for an average typical month's travel, the reimbursable amount at the established rate, and the monthly allowance requested. Under no circumstances shall the monthly allowance be greater than that to which the employee would be entitled at the established reimbursement rate.

B. **Out-of-County Travel**

Out-of-county travel is defined as travel outside of Manatee County. Overnight travel expenses will be reimbursed when the travel is ~~and~~ at least fifty (50) miles from the District's central offices or an employee's assigned worksite, except with advanced written approval from the Board, Superintendent, or Deputy Superintendent due to special circumstances deemed reasonable and necessary to stay overnight. Travel on official business will be reimbursed pursuant to F.S. 112.061. The Board may establish rates that vary from the per diem rate, the subsistence rates, or the mileage rate as provided for in statute.

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In Advance

In very limited circumstances, it may be necessary to provide funds in advance of travel. When approved by the Superintendent, expenses for out-of-county travel for employees and authorized representatives of the District shall be paid at the rate allowed by State law. Copies of receipts for lodging, transportation, tolls, registration fees, and parking must be attached to the traveler's request for reimbursement. Prior to receipt of advancement, the employee or authorized representative shall agree to repay all amounts of the advancement that are in excess of the documented expenditures which would otherwise be eligible for reimbursement under these policies.

C. **Prohibited Expenditures**

Expenditures for travel outside the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, are not permitted if any of the financial conditions outlined in F.S. 1011.051, and as set forth in Policy 6233 (District Budget), exist.

D. **Travel Costs Paid or Reimbursed from Federal Funds**

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the District's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that (1) the participation in the event by the individual traveling is necessary to the Federal award; and (2) the costs are reasonable and consistent with the District's travel policy.

To the extent that the District's policy does not establish the allowability of a particular type of travel cost, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the administrator of general services, or by the president (or his/her designee), must apply to travel under Federal awards.

5120 - **ASSIGNMENT WITHIN DISTRICT**

The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board. All students shall attend the school serving the student's residential attendance zone, except as authorized by the school choice program or otherwise provided by Board rule.

A student's residential attendance zone is determined by the location of the residence of his/her enrolling parent as defined by Board policy.

Procedures

Requirements for Student Enrollment in the School District

A. Principal's Responsibility for Student Enrollment

1. Principals shall ensure that student enrollment procedures are posted on school based websites.

2. At the direction of the Superintendent, the principal or head of each enrollment site shall require evidence of the documentation needed for enrollment.

3. The Principal or head of each enrollment site shall ensure that accurate student data is entered in the electronic student data system upon enrollment.

B. Parent's Responsibility for Student Enrollment

All students entering a Florida school for the first time must present the following items.

1. Birth certificate or other proof of date of birth. Student must be five (5) years old on or before September 1st to attend kindergarten, six (6) years old on or before September 1st to attend first grade. However, if student is transferring from out-of-state, the conditions listed in Students Transferring from Out-of-State below apply. Date of birth may be verified by:

    a. original or certified copy of a state birth certificate

    b. baptismal certificate showing date of birth and place of baptism, with shown affidavit

    c. insurance policy on child in force at least two (2) years

    d. bible record of child's birth with parental sworn statement

    e. passport or certificate of arrival in United States showing age of child

    f. school record at least four (4) years prior, showing date of birth

    g. parent's sworn affidavit, with certificate of examination showing the child's age from a health officer or physician

    The certificate must include the health officer or physician's name, address, and phone number.

2. Proof of residency: This is used to determine the assigned school. Acceptable forms of residency include:

    a. current electric or water bill

    The bill must show address and name of parent/guardian.

b. current lease agreement with parent/guardian's name

c. official letter from company providing housing with parent/guardian's name

d. Migrant Certificate of Eligibility

e. school choice letter

If parent cannot provide the above requirements, they must visit the Parent Information Center for verification of address. Parent must bring a notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address. In addition, parent must bring a current utility bill (power or water) with the owner/lessee's name and address.

Falsification of addresses can make a student ineligible for high school athletics for one (1) calendar year.

3. Florida Certificate of Immunization. All new students entering the District must have a completed Florida Certificate of Immunization.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

5. Social Security Number. Parents are asked, but not required, to provide a Social Security number.

6. Most recent report card. Parents are asked, but not required, to provide the latest report card with address and phone number of previous school for students entering grades 1-12.

7. Special Education Records. Copies of any special education records such as Individual Education Plan (IEP) will assist with placement of students in the appropriate classes. Although this is strongly urged, it is not a requirement for admission.

8. Legal guardianship papers if applicable.

Designated Attendance Areas

A. The Superintendent shall recommend designated attendance areas for schools as appropriate.

B. Any student residing in a designated attendance area of a school shall be assigned to attend that school.

C. The adopted designated attendance areas are incorporated herein as a part of this rule.

D. Information pertaining to the designated attendance areas is available at the Office of Student Demographics, Projections, and Assignment or through a variety of media including the District's website, www.manateeschools.net by clicking departments and then clicking on the Office of Student Demographics, Projections, and Assignment.

E. In creating or modifying school attendance areas, the District shall maximize efforts to create and maintain diversity in enrollment as provided for in the District's Voluntary Desegregation Plan.

F. If a child has been enrolled at the wrong District school as a result of either school error or inaccurate information provided by the parent, the principal shall notify both the parent and the Office of Student Demographics, Projections, and Assignment of this error. The parent shall be

directed to apply to the District Parent Information Center for verification of the appropriate school of assignment.

G. If a parent refuses to remove a child from attendance at the wrong school, the principal of that school shall request that the Office of Student Demographics, Projections, and Assignment remove the student from the school's attendance roster and assign the student to the appropriate school. The Office of Student Demographics, Projections, and Assignment shall notify the parents in writing of the assignment to the appropriate school. Refusal to attend the assigned school shall constitute violation of the compulsory school attendance law.

Changes to Designated Attendance Areas

When the Superintendent intends to recommend changes to designated attendance areas, the procedures outlined below shall be followed and a notice of intent to develop a rule will be advertised to the public.

A. Redistricting may occur when a school opens or closes.

1. Forming the Redistricting Committee

   a. Each school potentially affected is identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the redistricting committee.

   b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the redistricting committee.

   c. Each committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Redistricting Committee Meetings

   a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in drawing designated attendance areas for each school. These include:

      1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan
         g
         The race neutral factors are socio-economic status (SES), Limited English Proficient (LEP), Exceptional Student Education (ESE) gifted, and ESE non-gifted.

      2. maps reflecting the geographical area and location of students within each attendance area

      3. factors and parameters:

         a. capacity of each school facility

         b. natural boundaries such as rivers, highways, railroads

         c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be divided into three (3) sub-committees (A, B, and C) with representation from each participating school to serve on each sub-committee. Each sub-committee will be charged with drawing designated attendance areas for each affected school for consideration by the Superintendent.

c. Each sub-committee will identify a chairperson and schedule all meetings of the sub-committee as needed to complete drawing designated attendance areas. Each sub-committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. Each sub-committee will reconvene with the Superintendent to review the pros and cons of each option developed.

3. Board Workshop on Redistricting

a. Each sub-committee will present its recommendation (Plan A, B, or C) to the Board at a workshop session.

b. Committee representatives will then be charged with presenting plans A, B, and C to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan, which may be plan A, B, or C, or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

B. Realignment may occur when any school facility becomes over or under utilized, or when deemed appropriate by the Superintendent.

1. Forming the Realignment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the realignment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the realignment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Realignment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in modifying designated attendance areas. These include:

    1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

       The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

    2. maps reflecting the geographical area and location of students within each attendance area

    3. factors and parameters:

        a. capacity of each school facility

        b. natural boundaries such as rivers, highways, railroads

        c. distance students must travel to and from school

        d. socio-economic composition of schools impacted by boundary changes

        e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to draw the recommended designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the option developed.

3. Board Workshop on Realignment

    a. The committee will present its recommendation to the Board at a workshop session.

    b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

   The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

    a. The Superintendent will recommend a realignment plan which may be the committee's plan or a variation thereof.

    b. Public comment will be heard.

    c. The Board will take action on the Superintendent's recommendation.

C. Adjustment may occur when a geographic area is identified that has no immediate impact on a school or facility but by adjustment will more clearly define the intent of an existing boundary, or, when the future of a geographic area will more closely align the District with the intent of the Voluntary Desegregation Plan, or, when the geographic area will better utilize existing facilities in the future.

1. Forming the Adjustment Committee

   a. The schools potentially affected are identified and the principal of each of these schools will appoint a staff member, a parent, and an administrator to serve as the school's representatives on the adjustment committee.

   b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the adjustment committee.

   c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Adjustment Committee Meetings

   a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in adjusting designated attendance areas. These include:

      1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

         The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

      2. maps reflecting the geographical area and location of students within each attendance area

      3. factors and parameters:

         a. capacity of each school facility

         b. natural boundaries such as rivers, highways, railroads

         c. distance students must travel to and from school

         d. socio-economic composition of schools impacted by boundary changes

         e. all race neutral factors as they reflect the District wide demographics

   b. The committee will be charged with recommending adjustments to designated attendance areas for consideration by the Superintendent.

   c. The committee will identify a chairperson and schedule all meetings of the committee as needed to complete the recommended adjustments to designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

   d. The committee will reconvene with the Superintendent to review the pros and cons of the adjustment developed.

3. Board Workshop on Redistricting

   a. The committee will present its recommendation to the Board at a workshop session.

   b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

   The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

   a. The Superintendent will recommend a redistricting plan which may be the committee's plan or a variation thereof. b. Public comment will be heard.

   b. The Board will take action on the Superintendent's recommendation.

D. The Board agrees that it is in the best interest of the community that subdivisions and specific master-planned communities that are zoned for one particular school remain zoned for that specific school, in the event that the subdivision and specific masterplanned community is later expanded, parcels are acquired, and further homes added. This will ensure greater community and expectations of those living within the community. It is not the intention of this Board that this policy will apply to allow mergers of communities that were built separately and thereafter become merged and/or acquired by one of the subdivisions.

E. Administrative Rezoning

An administrative rezoning is a rezoning that affects a change in the current designated school of regular attendance for an area of land that has potential or has entitlements for future residential development. The rezoning may affect high schools, middle schools, or elementary schools or any combination thereof. The Superintendent may propose an administrative rezone to the Board.

The following conditions are considered to be consistent with an administrative rezone:

1. An administrative rezoning is discretionary and should reflect a need to balance current or projected student enrollment among schools, or otherwise achieve the goals of the District.

2. The timing of the administrative rezoning can occur up to the issuance date of the first ~~building permit~~ certificate of occupancy for a residence in ~~for~~ a new residential development.

3. Any proposed administrative rezoning shall be approved by the Board.

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School Choice Program

The District's school choice controlled open enrollment school program provides a public education delivery system that allows a parents' indicated preferential educational choice as a significant factor.

A. The school choice program provides an opportunity for all students in Manatee County to apply for assignment to any District school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's enrolling parent. Approval of school choice applications will be determined according to criteria established in

F.S. 1002.31.

B. The current capacity of each school is identified on the School District's website. The capacity incorporates the specifications, plans, elements, and commitments contained in the School District's educational facilities plan and the long-term work programs required under F.S. 1013.35.

C. Preferential treatment is provided in the school choice process to all of the following:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Students residing in the School District.

D. Students residing in the District may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process.

E. For purposes of continuity of educational choice, a student who transfers pursuant to this section may remain at the school chosen by the parent until the student completes the highest grade level at the school.

F. The Board shall adopt by rule and post on its website the process required to participate in controlled open enrollment. The process:

1. adheres to Federal desegregation requirements;

2. allows parents to declare school preferences, including placement of siblings within the same school;

3. provides a lottery procedure to determine student assignment and establish an appeals process for hardship cases;

4. affords parents of students in multiple session schools preferred access to controlled open enrollment;

5. maintains socioeconomic, demographic, and racial balance;

6. addresses the availability of transportation;

7. maintains existing academic eligibility criteria for public school choice programs pursuant to F.S. 1002.20(6)(a).

G. Identifies schools that have not reached capacity, as determined by the School District.

H. Ensures that the Board adopts a policy to provide preferential treatment pursuant to paragraph (2)(c).

I. In accordance with the reporting requirements of F.S. 1011.62, the Board shall annually report the number of students exercising public school choice, by type, in accordance with rules adopted by the State Board of Education.

J. For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to F.S. 1003.03(4) is the average number of students at the school level.

K. The School District shall not delay eligibility or otherwise prevent a student participating in controlled open enrollment or a choice program from being immediately eligible to participate in interscholastic and intrascholastic extra-curricular activities.

A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Authorized for good cause in District or charter school policy.

L. Applications to participate in the school choice controlled open enrollment program shall be available at all school sites, the Office of Student Assignment (OSA), and on the District's website during the choice controlled open enrollment application period. This form shall be completed by the student's enrolling parent or legal guardian and submitted to the designated office prior to the close of the choice controlled open enrollment application period.

M. Students who have been approved through the choice process to attend a school out of their assigned area will be governed by the following rules:

1. Students receiving school choice are approved through the completion of the highest grade level at that school. The choice school therefore becomes the student's assigned District attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for unacceptable academic performance, nonattendance, habitual tardiness, or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

2. Students who are approved for choice are expected to continue in attendance at the choice school throughout at least one (1) school year, and may then apply for a different school, including their original boundary assigned school, but only through application during the choice designated application period.

N. Beginning by the 2017-2018 school year, as part of the School District's controlled open enrollment process, and in addition to the existing public school choice programs provided in F.S. 1002.20(6)(a), the District school shall allow a parent from any school district in the State whose child is not subject to a current expulsion or suspension to enroll his/her child in and transport his/her child to any public school that has not reached capacity in the District, subject to the maximum class size pursuant to F.S. 1003.03 and s. 1, Art. IX of the State Constitution. The School District shall accept the student, pursuant to the District's controlled open enrollment process, and report the student for purposes of the School District's funding pursuant to the Florida Education Finance Program. Transportation for students is not provided.

Use of Guardianship Affidavit

A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.

B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student

Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students' placement:

    1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

    2. In the absence of school records, the student will be tested and placed according to Policy 5410, Student Progression.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

    1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

    2. Acceptable documentation is as follows:

        a. Deed, listing homeownership in that state.

        b. Lease or rental agreement.

        c. Electric or water bill,

        d. Tax return for the most recent tax year.

            Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

        e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

        f. Florida Certificate of Immunization.

    3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

    4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

Class Size Assignments

A. In compliance with F.S. 1003.03, which requires all districts to adhere to class size maximums, a student may be assigned from the zoned school to another District school (alternate school) at date of enrollment due to a grade level reaching maximum class size capacity.

B. When a school reaches maximum class size capacity in one or more grade levels, the following procedures will apply to new enrollments:

1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student(s) in open grade levels at the zone school and have only the student(s) in the closed grade(s) assigned to an alternate school.
2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.
3. Transportation is provided to students living more than two (2) miles from the assigned school.
4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.
5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.
6. Incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

Revised 3/12/19

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Legal

F.S. 1000.05
F.S. 1001.41
F.S. 1002.20
F.S. 1002.31
F.S. 1003.06

Last Modified by Tammy R Shroyer on June 20, 2023

6235 - **FUND BALANCE**

The Superintendent has the responsibility of administering the budget, once adopted by the School Board. The Superintendent shall monitor the fund balances and shall report the balances to the Board monthly. As required by State law and Board Policy 6233 – District Budget, the Board shall maintain a general fund ending fund balance that is sufficient to address normal contingencies.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue short falls, student enrollment under projections, etc.). During the annual budget development process, the Superintendent shall plan for:

1. a general fund reserve not classified as restricted, committed, or nonspendable of at least five percent (5%), to include a three percent (3%) statutory reserve and a two percent (2%) strategic reserve; and
2. an additional contingency fund of up to three and one-half percent (3.5%).

In the event that the above strategic reserve or contingency fund targets are not feasible, the Superintendent shall provide the Board with a written report explaining same. The Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of no less than three percent (3%).

Fund balances will be reported in the categories established by the Government Accounting Standards Board Statement 54 (GASB 54). Upon the recommendation of the Superintendent, the Board will impose constraints on any funds placed in the committed and assigned classifications.

The applicable categories for fund balance designations are:

A. Nonspendable Fund Balance

B. Restricted Fund Balance

C. Committed Fund Balance

D. Assigned Fund Balance

E. Unassigned Fund Balance

If at any time 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 provide written notification to the Board and the Commissioner of Education, as required by State law and Policy 6233 – District Budget.

Technical Change 12/6/19

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Legal

Constitution of the State of Florida

F.S. 1011.051

Government Accounting Standards Board Statement 54

6233 - **DISTRICT BUDGET**

A. Preparation

The budget shall be prepared and administered in accordance with Florida statutes and in accordance with Policy 6220.

During the annual budget development process, the Superintendent shall plan for:

1. a general fund reserve not classified as restricted, committed, or nonspendable of at least five percent (5%), to include a three percent (3%) statutory reserve and a two percent (2%) strategic reserve; and
2. an additional contingency fund of up to three and one-half percent (3.5%).

In the event that the above strategic reserve or contingency fund targets are not feasible, the Superintendent shall provide the Board with a written report explaining same.

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 educational enrichment allocation as provided in F.S. 1011.62(1, f);
3. funds for the guaranteed allocation related to exceptional education students as provided in F.S. 1011.62(1, e)2;
4. funds for library media;
5. funds for instructional materials if all instructional material purchases necessary to provide updated materials that are aligned with applicable state standards and course descriptions and that meet statutory requirements of content and learning have been completed for that fiscal year, but no sooner than March 1st;

   Funds available after March 1st may be used to purchase computers and device hardware for student instruction that comply with the requirements of F.S. 1001.20(4)(a)1.b.
6. class size reduction as provided in F.S. 1001.685;
7. guaranteed allocation;
8. Federally connected students supplement as provided in F.S. 1011.62(10).

The Board shall monitor the budget on a monthly basis.

C. General Fund Ending Fund Balance

The Constitution of the State of Florida requires that the District operate under a balanced budget. The Board understands that there may be unforeseen circumstances that can result in increases or decreases in revenue and/or expenditures. These circumstances would thereby impact the financial stability of the District.

An adequate fund balance reserve is necessary to cover unforeseen events (e.g., revenue shortfalls, student enrollment under projections, etc.). The Board shall maintain a general fund reserve of ending fund balance not classified as restricted, committed, or nonspendable of no less than three percent (3%).

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
Revised
12/13/22

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Legal	F.S. 1001.42 F.S. 1001.43 F.S. 1011.01 F.S. 1011.035 F.S. 1011.051 F.S. 1011.62

AGENDA ITEM NO. 14.5

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to allow the Superintendent, with the concurrence of the Chair, to enter into an Interlocal Agreement (ILA) with Manatee County Government to provide instructional programs at a tenant space leased by Manatee County Government at Whitney Plaza, Longboat Key in a form substantially similar to the attached draft agreement. (No Financial Impact.)

Executive Summary
This Interlocal Agreement between Manatee County Government and the School Board is intended to be a joint agreement to provide fee based adult enrichment classes at Whitney Plaza (6812 Gulf of Mexico Drive) on Longboat Key. The School Board's initial intent is to provide classes for personal gain or leisure in the Longboat Key area. These classes are not meant for Workforce Education or considered Adult General Education or Adult Technical Programs run through the Florida Department of Education. A potential future use may include Adult Education Classes to include English for Speakers of Other Languages (ESOL) or General Education Development (GED).

The Agreement will entail the County holding the lease on the property; paying all utilities to include electrical, sewer, water, and internet; and be responsible for all design and construction costs associated with any required renovations to the interior tenant space to provide appropriate instructional and meeting space.

The District shall be responsible for identifying and developing classes at the property which will be determined through a community survey. The District will work with the Longboat Key staff in developing the survey to determine the most desired classes to offer. The District shall provide the instructors and be responsible for developing the course content. All costs and expenses of the District in furtherance of the classes offered shall be recovered and paid by the students/participants enrolled in the respective classes.

In addition to the use of the Whitney Plaza facility by the District, the County and third-parties may also utilize the space when available through the SDMC Facilitron system with possible fees based upon the nature of the use.

Upon execution the Interlocal Agreement will be provided to the Board at a future Board Meeting as an information item.

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

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

Recommendation

Approval to allow the Superintendent, with the concurrence of the Chair, to enter into an Interlocal Agreement (ILA) with Manatee County Government to provide instructional programs at a tenant space leased by Manatee County Government at Whitney Plaza, Longboat Key in a form substantially similar to the attached draft agreement. (No Financial Impact.)

Financial Impact
None.

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

Attachments:
Draft ILA Btw MCG and School Board 12.11.23

INTERLOCAL AGREEMENT

regarding

WHITNEY PLAZA
6810 Gulf of Mexico Drive, Longboat Key, Florida 34228

MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY

This Interlocal Agreement ("**Agreement**") is made and entered into by and between **Manatee County**, a political subdivision of the State of Florida ("**County**"), and the **School Board of Manatee County**, a public body corporate created and existing under the laws of the State of Florida, ("**School Board**").

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act, § 163.01, Florida Statutes authorizes local government units to cooperate in order to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Porter Investment Holdings, LLC, ("Landlord") owns certain property known as Whitney Plaza and is located at 6812 Gulf of Mexico Drive, Longboat Key, Florida 34228, Parcel Identification Number 7818700059, as depicted on **Composite Exhibit "A"** attached hereto, in southwest Manatee County, hereinafter referred to as "Whitney Plaza", which is a shopping center; and

WHEREAS, the County is planning to enter into a lease for a portion of one of the buildings located at Whitney Plaza, addressed as 6810 Gulf of Mexico Drive, Longboat Key, Florida 34228, specifically being 6,140 square feet, hereinafter referred to as the "**Parcel**" for the purposes of sharing the Parcel with the School Board, allowing School Board to utilize the Parcel as a Center for Classes which is expressly permitted pursuant to County's lease with Landlord; and

WHEREAS, the School Board and the County mutually agree that the County leasing the Parcel in partnership with the School Board having a license to use the Parcel to operate and run a community center ("**Center**") to hold fee-based adult enrichment classes ("**Classes**") for the residents of Manatee County would be in the best interests of the parties and the citizens and residents; and

WHEREAS, the School Board and the County have agreed to cooperate in sharing the Parcel, under the terms and conditions set forth in this Agreement; and

WHEREAS, the County and the School Board wish to enter into this Agreement to establish their mutual rights and obligations with respect to the Parcel.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the School Board agree as follows:

Article I
AUTHORITY AND RECITALS INCORPORATED

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but, not limited to) Section 1 of Articles VIII and IX of the Constitution of the State of Florida, Chapters 125 and 1001 of Florida Statutes, Part III of Chapter 163 of Florida Statutes, and Section 163.01 of Florida Statutes. The foregoing recitals are correct and true and are hereby incorporated herein by this reference.

Article II
AGREED TERMS OF USE

2.1 School Board Rights and Responsibilities.

A. The County agrees to allow and the School Board agrees to accept a license to use the Parcel to operate and run a Center and Classes as set forth in this Agreement.

B. The School Board shall advise County of the specific hours the Center will be open and what Classes are being offered.

C. The School Board shall advise County of improvements required to the Parcel for said Center, including but not limited to:

I. Individual classroom space build-out
II. Common area space
III. Storage area
IV. Cabinets, countertop and sink area
V. Internet and electrical needs connections

D. The School Board is responsible for providing the items necessary to run Classes, including but not limited to teacher fees, advertising, operations, furnishings, materials and supplies.

E. Reservation of Parcel - The Parcel shall be reserved for use by the School Board during the hours established for use as a Center for Classes. The County may utilize the Parcel in conjunction with the School Board so long as it does not interfere with Classes, including, but not limited to permitting use of the Parcel by Constitutional Officers for government purposes. Such

reservation for use by the County shall be through the School Board's Facilitron system which may result in fees being charged.

2.2 County Rights and Responsibilities.

A. The County will design and construct the improvements to the Parcel referenced in Article 2.1.C. and has the right to construct or replace improvements as needed within the Parcel, at the County's sole cost and expense.

B. The County shall submit plans and design details to the School Board for any improvements referenced in Article 2.1.

C. County shall not construct any improvements until School Board grants written approval, which shall not be unreasonably withheld.

D. The County agrees to pay the monthly rent plus triple net charges which includes the common area and maintenance fees (water/sewer, trash, insurance escrow and tax escrow) to Landlord through the term of the Lease.

E. The County shall be responsible for the costs associated with creating and installing signage on the façade of the Parcel, maintaining the Parcel and the improvements outlined in Article 2.1.C. along with paying building operational expenses including electric/gas, janitorial, and internet/wifi/cable associated with Parcel until such time as this Agreement is terminated according to the terms outlined in Article 3.2.

Article III
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective once it has been filed with the Manatee County Clerk of Court as required by § 163.01(11), Florida Statutes.

3.2 Termination. This Agreement shall remain in full force and effect until 90 days after such time as either party delivers a written notice to terminate or upon mutual agreement of the parties. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

A. Should Landlord terminate the Lease prior to the end of the Lease term, this Agreement shall terminate upon the termination date provided by Landlord. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

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Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the School Board by its Board, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to joint use of the Parcel described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed pursuant to the requirements of Article 4.1 herein.

5.2 Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single agreement.

5.3 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board and the County each hereby represent, warrant and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution

and laws of the State of Florida but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

5.5 Indemnification. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the construction, use or maintenance of the Parcel, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

5.6 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.7 Ambiguities; Construction. All parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.8 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

5.9 Severability. In the event any term or provision of the Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

5.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.11 Full Agreement; Filing with Clerk of Circuit Court. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or five (5) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:
Manatee County Government
Attention: County Administrator
1112 Manatee Avenue West, Suite 920
Bradenton, Florida 34205

With copies to:
Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

If to School Board: Superintendent
School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

With copies to: Stephen R. Dye, School Board Attorney
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC.
1206 Manatee Avenue West
Bradenton, Florida 34205

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year written below.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

DRAFT

SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

By: _____
Chad Choate III, Chairperson

Date: _____

Attest: _____
Dr. Jason Wysong , Superintendent

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

Date:_____

DRAFT

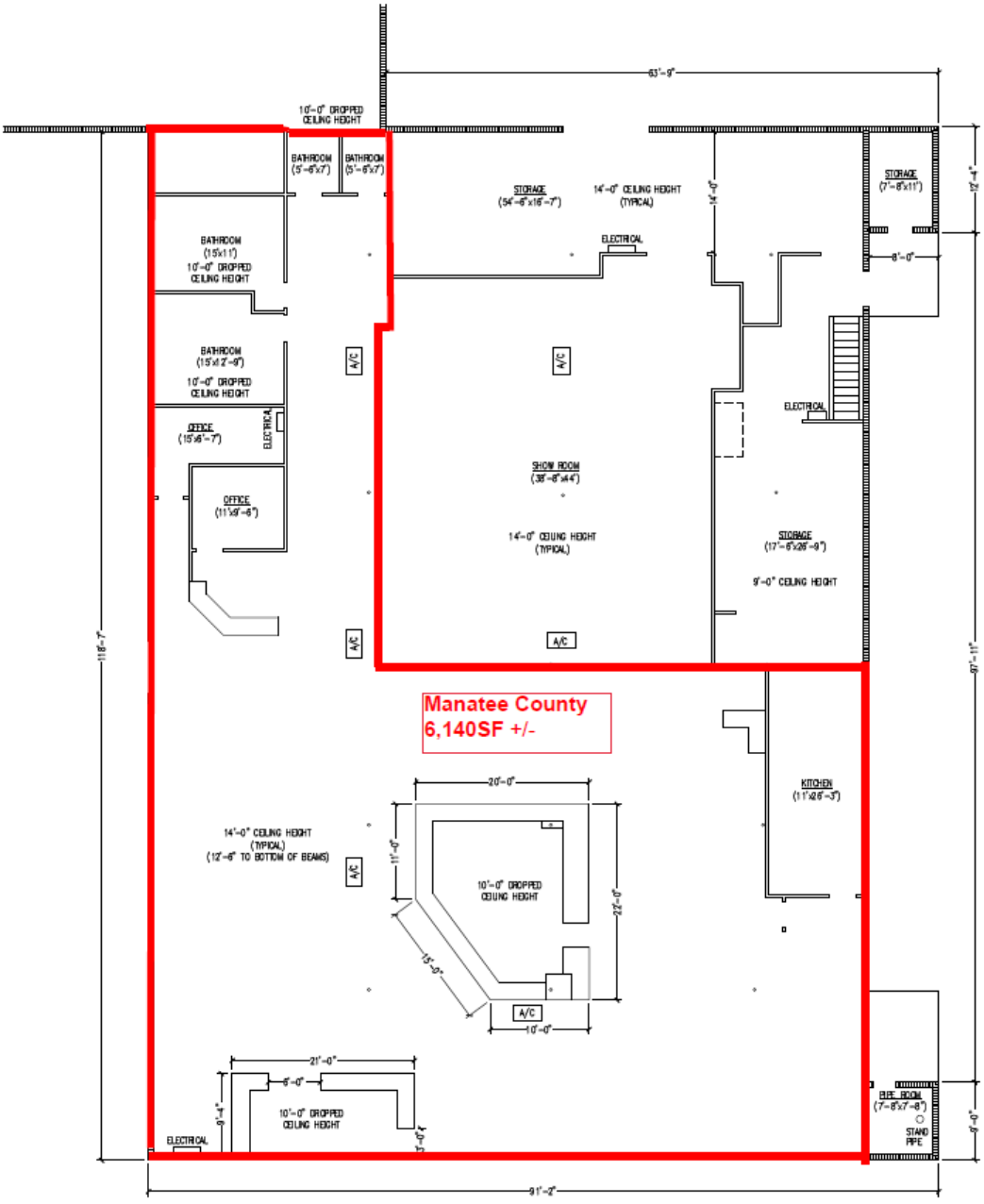
COMPOSITE EXHIBIT A

Whitney Plaza
6810 Gulf of Mexico Drive, Longboat Key, Florida 34228



COMPOSITE EXHIBIT A

Whitney Plaza
6810 Gulf of Mexico Drive, Longboat Key, Florida 34228



AGENDA ITEM NO. 15.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

Title
Board Committee Assignments for Calendar Year 2023-2024

Executive Summary
The School Board conducts its annual reorganizational meeting in November, to elect a Chairman and Vice-Chairman as well as set the Board Member committee assignments for the following calendar year. Attached, for vote, is the list of committees and Board Member assignments that was agreed upon during the Reorganizational Meeting.

Changes for the year include the following:

- Remove - Environmental Lands Management and Acquisition Advisory Committee
- Remove - Step Up Suncoast
- Add - Local Coordinating Board (LCB)

Presenting an all-inclusive list of committee assignments is intended to assist in record keeping and for ease of reference.

Contact
Submitting Department: School Board

Attachments:
2023-2024 Final Board Committee Worksheet

BOARD COMMITTEE WORKSHEET 2023-24

Committee Name	Committee Purpose	Meeting Schedule	Cost	2022-2023 Board Member	2023-2024 Board Member
Audit Committee	Promote, maintain, and enhance the independence and objectivity of the internal auditing function of the district by ensuring broad audit coverage, adequate consideration of audit/review reports and appropriate action on recommendations.	First Wednesday of every other month and as called	None	Mary Foreman	Mary Foreman
Central Florida Public School Boards Coalition	Collaborate on educational best practices and legislation among the school districts in central Florida.	Monthly; 2nd Monday 9:30 – noon Orange County School District	Hotel/mileage /meals reimbursement	Richard Tatem	Richard Tatem
Children's Services Advisory Board **(County requires School Board Member participation on this Board) – This is a 3-year appointment.**	Make recommendations regarding the expenditure of dedicated funding, consult with agencies involved in the Children's Services Delivery System in an effort to minimize duplication of services & complete other duties as assigned by the County Commission.	Monthly; 3rd Wednesday 3:30 p.m. (more frequently during budget preparation)	None	Gina Messenger	Gina Messenger
Citizens' Financial Oversight Committee		First Wednesday of every other month and as called	None	Cindy Spray	Cindy Spray

~~Environmental Lands Management and Acquisition Advisory Committee (ELMAC~~	~~Established by the County Commission in 1993, ELMAC's general purpose is to advise the Commission on matters related to environmental land acquisition and management, and recreational planning and programming for acquired lands, and to serve as the Tree Advisory Board to promote awareness of the County-wide tree canopy and tree education programs.~~	~~Bimonthly~~		Mary Foreman	No Longer Required
Auditor Selection Committee	The auditor selection committee for a district school board, must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity, who shall serve as the chair of the committee. The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39;	As Needed	None	Mary Foreman	Mary Foreman
Florida School Boards Association (FSBA) Advocacy Committee **(Board Member and an Alternate required)**	A nonprofit corporation representing all school board members in Florida, providing training and certification programs, as well as legislative liaison services.		FSBA Annual Dues: $21,770	Chad Choate Alternate-Mary Foreman	Chad Choate Alternate – Mary Foreman
FSBA Board of Directors (Elected by FSBA Members	Participate on the state-wide Board of Directors to evaluate and	As called; meet at least twice per year.	Hotel/mileage /meals reimbursement	N/A	N/A

at General Meeting)	implement educational best practices and legislative initiatives.				
FSBA - Florida Education Investment Trust Fund (FEITF) Now known as FL PALM 2 School Board members statewide appointed by FSBA	A common law trust organized under the laws of The State of Florida, designed to meet the cash management and short-term investment needs of school districts, political subdivisions of the State or instrumentalities of political subdivisions of the State. The FSBA and FADSS sponsor the Fund.	As called	Hotel/mileage /meals reimbursement	Chad Choate, III	Chad Choate, III
FSBA Finance Committee	Monitors the financial operation and budgetary process of FSBA.			Mary Foreman	Mary Foreman
Greater Florida Consortium of School Boards				Mary Foreman	Mary Foreman
Lakewood Ranch Business Alliance	Collaborate with business entities to enhance educational and occupational opportunities for students.	Monthly	None	Richard Tatem	Richard Tatem
Latin Chamber of Commerce	Collaborate with business entities to enhance educational and occupational opportunities for students.		None	Richard Tatem	Richard Tatem
Legislative Liaison	Collaborate with legislative delegation, FSBA, district's legislative liaison, and	Weekly during Legislative Session	Cost of district's legislative liaison	Chad Choate, III Alternate – Cindy Spray	Chad Choate III Alt – Cindy Spray

	Superintendent regarding educational initiatives.				
Manatee County Chamber of Commerce	Collaborate with business entities to enhance educational and occupational opportunities for students.	Monthly	Annual Dues $350	Chad Choate III	Chad Choate III
MTC Board of Governors **(Bylaws indicate ideal representation includes a School Board Member)**	Provide vision and oversight for MTC.	Quarterly	None	Richard Tatem	Richard Tatem
School Health Advisory Committee	To advise on the delivery of a coordinated school health program that addresses physical, social and emotional health of students and staff.	The full committee meets twice a year (November and March) but subcommittees meet as frequently as needed during the school year to work on special projects.	None	Gina Messenger	Gina Messenger
~~"Step Up Suncoast"~~ **~~("Step Up Suncoast desires School Board presence on this Board as they oversee Head Start & other children's programs)~~**	Empowers individuals and families to achieve long-term economic stability through education, support services, and community partnerships.	The board meets on the last Thursday of every other month at 8:00 am.	None	Cindy Spray	No Longer Required
Value Adjustment Board **(Florida Statue requires School Board Member)**	Consider and act upon the recommended decisions of special magistrates regarding homestead exemptions, assessments, and appeals concerning ad	As called, at least twice per year in autumn and spring.	None	Mary Foreman Alternate – Richard Tatem	Mary Foreman Alt – Richard Tatem

	valorem tax deferrals and classifications.				
Manatee Education Foundation MEF Bylaws state that this position is held by the Chair of the School Board)	To provide funding for innovative programs and enhanced educational opportunities for the teachers and students of Manatee County Public Schools beyond allocated state dollars.			Chad Choate III	Chad Choate III
Manatee County Fair Board	The Manatee County Fair is sponsored annually by the Manatee River Fair Association, Inc., and is dedicated to providing a clean, family-friendly environment for visitors to gather and enjoy what is best about Manatee County!	Quarterly, possibly more near fair time.	$50 paid by Board member	Gina Messenger	Gina Messenger
School Board Liaison for IT & Cybersecurity				Mary Foreman	Mary Foreman
Local Coordinating Board (LCB) 8100 15th St E Sarasota 941-359-5772	Work with the Metropolitan Planning Organization (MPO) for disadvantaged children	Every other Month On Wednesdays	www.mympo.org		Cindy Spray

AGENDA ITEM NO. 15.2

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Board Member Mary Foreman will be traveling to the 2024 National K-12 Cybersecurity Leadership Conference in Savannah, GA from February 13-14, 2024.

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
.

Financial Impact
The financial impact to the district will not exceed $1,800.00. The source of funds is the General Fund and is included in the School Board approved budget for 2023-2024.

Contact
Submitting Department: School Board
Initiated By: Chad Choate

Attachments:
Travel Expense Worksheet Cybersecurity
Sample agenda from 2023
Travel Expense Worksheet-GFCSB 2024
February 14-15 2024 Meeting Announcement

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
373	1	1	0.655	244.32		
300	1	1	0.655	196.50	(To next conf.)	
				440.82		
Hotel/Resort fee						
209.00	1	2		**418.00**		
Parking	1	2	42	**84.00**		
Registration						
250.00	1			**250.00**		
Food						
Breakfast	1	3	6.00	18.00		
Lunch	1	3	11.00	33.00		
Dinner	1	2	19.00	38.00		
				71.00		
Total Expenses Anticipated				**1,263.82**		

2:45–3:15 p.m.	Refreshment Break and Sponsor Engagement	Ballroom Pre-Function
3:15–4:00 p.m.	Policies, People, and Protective Measures: The Legal Requirements for K-12 Cybersecurity *Cody Venzke, Center for Democracy & Technology*	Ballroom DE
	The Need for a Global Privacy and Cybersecurity Standard for Education Technologies *Steve Smith, Access 4 Learning (A4L) Community;* *Martin Rothbaum, New Zealand Ministry of Education*	Room 301
4:30–6:00 p.m.	Reception	Amphitheater Patio
7:30–10:30 p.m.	iboss Sponsored Evening Event	Grand Salons AB
THURSDAY, FEBRUARY 23		
7:00 a.m.	Registration Opens	Ballroom Pre-Function
7:00–8:30 a.m.	Breakfast	Grand Ballroom ABC
8:00–9:15 a.m.	Keynote: Protecting Education's Critical Infrastructure: Taking A Risk-Based Approach to K-12 Cybersecurity *Michael Klein, US Department of Education*	
9:15–9:30 a.m.	Transition Break	
9:30–11:00 a.m.	Implementing the Essential K-12 Cybersecurity Protections (Workshop) *Doug Levin, K12 SIX; April Mardock, Seattle Public Schools*	Ballroom DE
9:30–10:10 a.m.	School District Cyber Challenges and Impact on Finances: The Rating Agency Prespective *Omid Rahmani, Fitch Ratings*	Room 301
10:10–10:15 a.m.	Transition Break	
10:15–11:00 a.m.	Cybersecurity and Data Breach Crisis Management *Kacey Sensenich, Rockingham County Schools*	Room 301
11:00–11:30 a.m.	Refreshment Break and Sponsor Engagement	Ballroom Pre-Function
11:30 a.m.–12:15 p.m.	The Road to Restoration: Baltimore County Schools' Rise from Cyberattack *James Corns, Baltimore County Public Schools;* *John Magoon, Maryland Association of Boards of Education*	Ballroom DE
	From Zero to Sixty: Building a Cybersecurity Strategy When You Don't Even Have "The Car" *Lindsey Stringer, TNTP*	Room 301
12:15–1:30 p.m.	Lunch and Closing Remarks *Doug Levin, K12 SIX*	Grand Ballroom ABC

Agenda subject to change.

AGENDA AT-A-GLANCE

WEDNESDAY, FEBRUARY 22		
7:00 a.m.	Registration Opens	Ballroom Pre-Function
7:00–8:30 a.m.	Breakfast	Grand Ballroom ABC
8:00–9:15 a.m.	Opening Remarks and Keynote: The State of K-12 Cybersecurity *Doug Levin, K12 SIX*	
9:15–9:30 a.m.	Transition Break	
9:30–10:15 a.m.	K12 Tech Talk Podcast: Top 10 Lessons from Ransomware Interviews *Mark Racine, Boston Public Schools;* *Chris Warden, Central R-3 School District*	Ballroom DE
	Getting Beyond IT: Creating a Cybersecurity Ecosystem within your District *Alex Pereira, Infobase; Greg Ottinger, San Diego State University;* *Julie Evans, Project Tomorrow; Lenny Schad, District Administration;* *Marlon Shears, Fort Worth ISD*	Room 301
10:15–10:45 a.m.	Refreshment Break and Sponsor Engagement	Ballroom Pre-Function
10:45–11:30 a.m.	Staying Safe in a Connected World: Understanding Modern Security for K-12 Students *Murali Subramanian, Microsoft*	Ballroom DE
	Moving from Cyber Advice to Cyber Assurance at Scale *Andrew Hood and Martin Rothbaum, New Zealand Ministry of Education*	Room 301
11:30–11:45 a.m.	Transition Break	
11:45 a.m.–12:30 p.m.	How to Survive a Ransomware Attack and Live to Tell About It *Brad Stewart, Lufkin ISD*	Ballroom DE
	'Backdoors and Breaches' Tabletop Exercise *April Mardock, Seattle Public Schools*	Room 301
12:30–1:45 p.m.	Lunch Keynote: K-12 At Risk: A Conversation with CISA *Alaina Clark, Cybersecurity and Infrastructure Security Agency (CISA)*	Grand Ballroom ABC
1:45–2:00 p.m.	Transition Break	
2:00–2:45 p.m.	CISA Cyber Mission and Resource Briefing *Ernesto Ballesteros, CISA*	Ballroom DE
	How to Get Administration to Understand Cyber Risk and Take Action *Chris Johnson, CompTIA*	Room 301

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
311	1	1	0.655	**203.71**		
Hotel/resort fee						
189.00	1	1		**189.00**		
Parking/Resort Fee						
30	1	1	0	**30.00**		
Food						
Breakfast	1	2	6.00	12.00		
Lunch	1	2	11.00	22.00		
Dinner	1	2	19.00	38.00		
				72.00		
Total Expenses Anticipated					494.7	



November 17, 2023

TO: **GFCSB Members**

FROM: **President Dr. Sue Woltanski**

SUBJECT: **Tallahassee Meetings**

THE
GREATER FLORIDA CONSORTIUM OF
SCHOOL BOARDS
WILL HAVE A

BUSINESS MEETING/DINNER

WEDNESDAY, FEBRUARY 14, 2024
Business Meeting/Dinner – 6:30 p.m. - 9:00 p.m.
DoubleTree by Hilton Hotel Tallahassee
101 South Adams Street
Tallahassee, FL 32301

LEGISLATIVE MEETINGS

THURSDAY, FEBRUARY 15, 2024
9:00 a.m. - 4:00 p.m.
Senate Conference Room (TBD)

20 Rooms will be available at the DoubleTree on February 14th at a $189.00 rate.
Also 4 rooms on Tuesday, February 13th for early arrivals.

Click here to make reservations online or
Call (877) 800-2652 - Reference group code **90P** or mention **GFCSB** (Greater FL Consortium of School Boards)

RSVP Tom Cerra – (305) 513-9995 tomcerra@gmail.com

AGENDA ITEM NO. 15.3

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

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

Executive Summary
Board Members Chad Choate, Cindy Spray and Richard Tatem will be traveling to the 2024 Florida School Board Association (FSBA) 37th Annual Day in the Legislature in Tallahassee, FL from January 17 – 18, 2024.

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
.

Financial Impact
The financial impact to the district will not exceed $4,300.00. The source of funds is the General Fund and is included in the School Board approved budget for 2023-2024.

Contact
Submitting Department: School Board
Initiated By: Chad Choate

Attachments:
Travel Expense Worksheet Day in Legislature - Jan
FSBA Legislature 2024 agenda

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
314	3	1	0.655	617.01		
314	3	1	0.655	617.01		
				1,234.02		
Hotel/Resort fee						
292.00	3	2		**1,752.00**		
Parking	3	2	30	**180.00**		
Registration						
195.00	3			**585.00**		
Food						
Breakfast	3	3	6.00	54.00		
Lunch	3	3	11.00	99.00		
Dinner	3	2	19.00	114.00		
				213.00		
Total Expenses Anticipated				**3,964.02**		

FSBA

Wednesday, January 17, 2024
37th Annual Day in the Legislature - TENTATIVE AGENDA

37th Annual Day in the Legislature
January 17-18, 2024
TCC Center for Innovation
300 West Pensacola Street
Tallahassee, FL 32301
Main Governing Board

1. Wednesday, January 17, 2024 - AGENDA

1.01 12:00 p.m. - 4:30 p.m. Registration

1.02 1:00 p.m. - 1:30 p.m. Welcome; Opening Remarks; Overview

1.03 1:30 p.m. – 2:30 p.m. – Bill Briefing

1.04 2:30 p.m. – 2:45 p.m. – Break

1.05 2:45 p.m. – 3:45 p.m. – Budget Briefing

1.06 3:45 p.m.– 4:45 p.m. – Deregulation Overview/Update

1.07 4:45 p.m. – 5:00 p.m. - Closing

1.08 6:00 p.m. - 7:00 p.m. Reception at Governor's Club

2. Thursday, January 18, 2024 - AGENDA

2.01 7:30 a.m. - 10:00 a.m. Registration

2.02 8:30 a.m. - 10:00 a.m. Coffee and Conversations with Florida Legislators
Florida School Boards Association

AGENDA ITEM NO. 15.4

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

Title
Approval of Citizens' Financial Oversight Committee (CFOC) Member

Executive Summary
Ms. Katelyn Booth has applied to be a member of the Citizens' Financial Oversight Committee. Board Member Foreman and Citizens' Financial Oversight Committee Chair Harrigan have interviewed Ms. Booth.

Ms. Booth's resume is attached for review.

Contact
Submitting Department: School Board

Attachments:
Katelyn Booth Resume

Katelyn Booth

Nonprofit professional with an expertise in operations and development

7408 Oak Run Lane
Sarasota, FL 34243
(941)225-3560
ktbooth29@gmail.com

EXPERIENCE

NAMI Sarasota Manatee , Sarasota,Fl — *Operations Manager*

October 2021 - PRESENT

Oversees day-to-day operations of wellness centers for individuals who experience mental health challenges. Disability and Mental Health Advocacy and Mentoring.

VCV Records, Sarasota,Fl - *Small Business Co-Owner*

April 2013 - -July 2018

Oversaw operations for vinyl record music store

Nates Honor Animal Rescue, Bradenton,Fl —Animal Tech

April 2012 - April 2013

Assisted with animal care, volunteer coordination, and fundraisng

EDUCATION

University of Central Florida, Orlando — *Dual Master of Public Administration / Nonprofit Management*

August 2023 - December 2025

Certificate in Fundraising

University of South Florida, Tampa — *Behavioral Healthcare*

January 2021 - MAY 2023

Minor in Women and Gender Studies. Students for Sensible Drug Policy. LGBTQ+ Health Alliance. CBCS DEI Committee

PROJECTS

NAMI Walks — Team Captain Chair

Major contributor to raising over 5 figures in sponsors and team revenue for annual Walk Fundraiser on digital and in person platform.

SKILLS

Leadership

Donor CRM

Strategic Planning

Grant Writing

AWARDS

SRQ Media Group 35 Under 35 Nominee 2023

Leadership Manatee Class of 2023 -2024

VOLUNTEER

Youth Move Suncoast - Vice President - Jan 22 - Jun 23

Miss Sarasota Softball - Assistant Coach 2022-2023

AGENDA ITEM NO. 15.5

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Board Discussion About Naming the Board Chamber

Executive Summary
Member Messenger requested a Board Discussion about naming the Board Chamber.

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

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

Recommendation
.

Financial Impact
No Financial Impact

Contact
Initiating Department: School Board
Initiated by: Gina Messenger

AGENDA ITEM NO. 15.6

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Internal Audit Services

Executive Summary
The Board was provided a report from the Audit Committee Chair at the November 14, 2023 board meeting. The contract with Carr, Riggs & Ingram will expire on June 30, 2024. The Audit committee seeks approval on the method to obtain internal audit services from a qualified CPA firm beginning July 1, 2024. The Audit committee's recommendation is to issue a Request for Qualifications (RFQ) instead of a Request for Proposal (RFP).

Based on staff analysis, the options to obtain internal audit services are as follows:

1. Issue a Request for Proposal (RFP)
2. Issue a Request for Qualifications (RFQ)
3. Extend a twelve-month contract to the incumbent internal audit services provider (Carr, Riggs & Ingram)

It is requested for the School Board to consider approval of one of these three methods to obtain internal audit services or select a fourth option which is to continue dialogue about the best path forward in a scheduled workshop.

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

Financial Impact
No Financial Impact

Contact
Initiated By: School Board

AGENDA ITEM NO. 15.7

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Social Media Lawsuit

Executive Summary
This item provides the Board an opportunity for further discussion and motions/actions related to the social media lawsuit.

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

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

Financial Impact
No Financial Impact

Contact
Initiating Department: School Board

Attachments:
Social Media School District Litigation Introduction and FAQs_WC
Social Media Litigation Presentation
Engagement Letter
List of Florida Districts that have entered Lawsuit.pdf
Articles Regarding Cost of Lawsuit
The Washington Post Article Regarding Social Media Lawsuit

Wagstaff & Cartmell

Social Media School District Litigation:
Introduction and Frequently Asked Questions

Social media companies, like Facebook, Instagram, TikTok, Snapchat, and YouTube, have infiltrated our communities and become a fixture in the lives of our children. These social media products have become ubiquitous — we see children constantly using these products in our homes and in our schools. National surveys show that a significant percentage of high school and middle school students regularly use social media, often to the point of developing severe addiction to the products. Our investigation has revealed that social media companies engaged in deceptive practices by designing and promoting their products to attract and addict children. Everything about these products—from inadequate age verification measures, insufficient parental controls, endless scrolling, constant notifications, and targeted algorithms—have been designed to addict teen and adolescent users.

Due to the conduct of these social media companies, a new generation of children are suffering from addiction and other related mental health issues, which has uniquely impacted schools and forced them to incur a multitude of costs to address this problem. With schools now facing the challenge to remedy and abate the situation, Wagstaff Cartmell has teamed up with a national coalition of firms to represent school districts and public entities combatting the youth mental health crisis, caused by social media companies. The national law firm coalition includes:

- **Wagstaff & Cartmell** – Kansas City (www.wagstaffcartmell.com)
- **Beasley Allen** – Atlanta | Montgomery | Dallas | Mobile (www.beasleyallen.com)
- **Goza & Honnold** – Kansas City (www.gohonlaw.com)

Each of these firms are committed to protecting public health and have built reputations on their ability and willingness to litigate complex disputes, against some of the world's largest companies. Currently, members from each of these firms serve in key court-appointed leadership roles in the national litigation against JUUL, the e-cigarette manufacturer responsible for creating a youth vaping epidemic among school campuses. We were successful in our pursuit to hold JUUL accountable, as JUUL recently entered into a substantial settlement agreement to compensate school districts and help abate the problems caused by the e-cigarette epidemic.

Our firms similarly believe that social media companies should be held accountable for the mental health crisis impacting our nation's youth. We welcome the opportunity to discuss these important issues with your organization and its members, and hope that you will consider joining this effort on behalf of public education and the welfare of our children. Below, we have provided responses to some frequently asked questions. If you have additional questions or would like additional information, please contact Jon Kieffer or Austin Brane via email at jpkieffer@wcllp.com and abrane@wcllp.com or by phone at 816-701-1100.

Frequently Asked Questions

How will filing a lawsuit against social media companies benefit your school district?

Suing social media companies gives school districts the opportunity to recover financial reimbursement for the expenses the districts have incurred because of the youth mental health crisis. Some schools have spent thousands of dollars, countless hours, and other precious resources to implement or adjust their methods of policing, discipline, and helping addicted students who constantly use social media products on school property. Even if your school district has not expended substantial funds to deal with this problem, investigating claims and potentially filing a lawsuit can help a school obtain future damages to fund necessary steps to deal with the social media-caused mental health crisis in your schools.

Beyond the opportunity for financial recovery, school district participation in this litigation is critical. Social media companies have targeted our children with addictive and harmful products that feature no warnings or instructions for safe usage. School districts have been especially impacted and are in a unique position to take a stand against this conduct. School districts joining this litigation will play a pivotal role in holding social media companies accountable and sending the message to these companies that profits should not be gained at the expense of children's health and safety. We believe social media companies should pay and provide schools with resources to fight this mental health crisis on the front lines.

What are the financial costs/risks for school districts participating in this litigation?

Wagstaff Cartmell works on a contingency fee basis, meaning school districts are not required to pay any legal fees or expenses unless, and until, Wagstaff Cartmell recovers compensation on behalf of the school district. Wagstaff Cartmell will front all expenses associated with pursuing a claim. If Wagstaff Cartmell recovers compensation on behalf of the school district, Wagstaff Cartmell will be reimbursed for expenses out of the amount of the recovery. If the case is not successful – meaning that the school district does not recover compensation for its claim – the school district will not owe Wagstaff Cartmell for any legal fees or expenses.

What legal claims do school districts have against social media companies?

Cases against social media companies involving school districts are based on a cause of action known as "public nuisance." Public nuisance claims allow both government and private entities to hold companies liable for unique damages incurred as a result of the companies' conduct. This cause of action has been successfully utilized by government and private entities to redress several similar public health epidemics, most notably the JUUL e-cigarette epidemic, current opioid crisis, and the original tobacco litigation in the 90s. Social media companies have caused a youth mental health crisis that has significantly impacted schools. Utilizing the public nuisance liability theory allows school districts to hold social media companies accountable for its conduct and the damage caused.

Where will the litigation take place and how will it proceed?

Hundreds of personal injury lawsuits have been filed in federal courts against social media companies by individuals and school districts. Because several of the social media companies are headquartered in California, there is also an active California consolidated state court litigation called the "JCCP", which contains additional lawsuits against these companies. The federal court system has consolidated the cases in a Multi-District Litigation ("MDL") in front of Judge Yvonne Gonzalez Rogers in the Northern District of California (Oakland Division). Judge Gonzalez Rogers will manage discovery, pre-trial briefing, and other issues common to all cases. Judge Gonzalez Rogers may also try several test, or "bellwether," cases in the MDL. Once the MDL work is complete, each case will be sent back to a federal district court in the school district's state for individual trials, unless there is pre-trial settlement.

Wagstaff and Cartmell lawyer Tom Cartmell has been appointed to the Plaintiff Steering Committee in the JCCP. Tom Cartmell and Wagstaff Cartmell lawyer Jon Kieffer have been appointed to multiple committees, including discovery and expert witness committees. In this capacity, Wagstaff Cartmell and its lawyers are uniquely situated to help guide and prosecute school district lawsuits against these social media companies.

How much of the school district's time and resources will be required?

This is difficult to predict with certainty, but we anticipate minimal inconvenience and interruption. We understand that your school administrators are extremely busy, so we vow to do everything we can to make this process as efficient as possible. Because your district's case would be consolidated in the MDL for pre-trial coordination, most of the litigation efforts will focus on issues common to all litigants. There will be some case-specific discovery in the MDL, but that would be mostly in the form of written discovery and document production. Within 2-3 months of filing a case, a school district would complete a written "Plaintiff Fact Sheet" and would provide basic supporting documentation to gather basic information about the school's claim. We will work with school district administrators to obtain the necessary information and documents as efficiently and conveniently as possible.

If a school district's case is selected for trial, more in-depth discovery would occur in the form of depositions of key administrators. However, given the expected large number of cases filed in MDL, the number of cases selected for more in-depth discovery and trials is usually relatively small.

Social Media Litigation



Wagstaff & Cartmell

KIRTON | McCONKIE

Austin Brane
abrane@wcllp.com

Joel Wright
jwright@kmclaw.com



Juul E-Cigarette Litigation

Juul Litigation

- 1,500 Government Entity Plaintiffs
  - Mostly school districts, but also some cities and counties
- December 2022 Settlement with Juul Labs Defendants
  - *Wall Street Journal* report: $1.7 billion
- May 2023 Settlement with Altria (Philip Morris) Defendants
  - $235 million



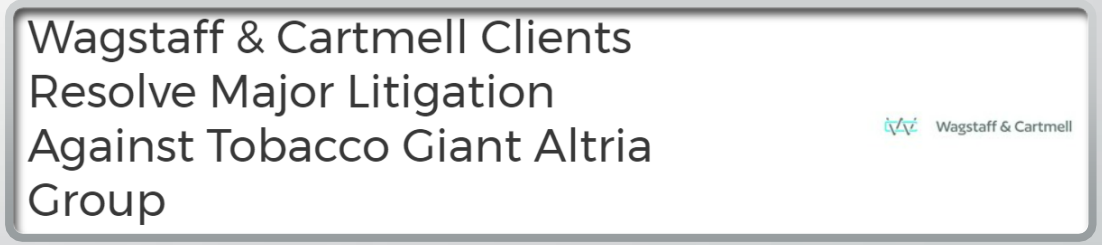
WSJ NEWS EXCLUSIVE | BUSINESS

Juul to Pay $1.7 Billion in Legal Settlement

Settlement announced earlier this week covers more than 5,000 lawsuits

By Jennifer Maloney Follow

Updated Dec. 9, 2022 3:13 pm ET



Wagstaff & Cartmell Clients Resolve Major Litigation Against Tobacco Giant Altria Group

Wagstaff & Cartmell

Juul Litigation in Florida

- 26 districts joined in Florida, including the ten largest.
- Manatee received and approved an approximately $425,000 recovery from Juul earlier this year, and has now been offered a recovery of $128,235 from Altria, which would end the vaping lawsuit
- Manatee is scheduled to receive its first payment of approximately 54% of the Juul recovery by December 2023

Juul Labs Litigation – Wagstaff & Cartmell

Wagstaff & Cartmell Pioneered School Districts' Claims and Led the Litigation on Behalf of School Districts

- First to file against Juul Labs and Altria Group on behalf of school districts
- Represented more of the largest school districts in the U.S. than any other attorney group
- **Recovered more for its school district clients than any other attorney group**
- Represented all four school district bellwethers:
- Wagstaff & Cartmell client, San Francisco Unified, was the only case to go to trial
  - Juul Labs settled just prior to San Francisco Unified trial in Fall 2022
  - Altria Group settled during San Francisco Unified trial in May 2023
    - Wagstaff & Cartmell attorneys led the trial team in San Francisco federal court

Juul Labs Litigation – Wagstaff & Cartmell

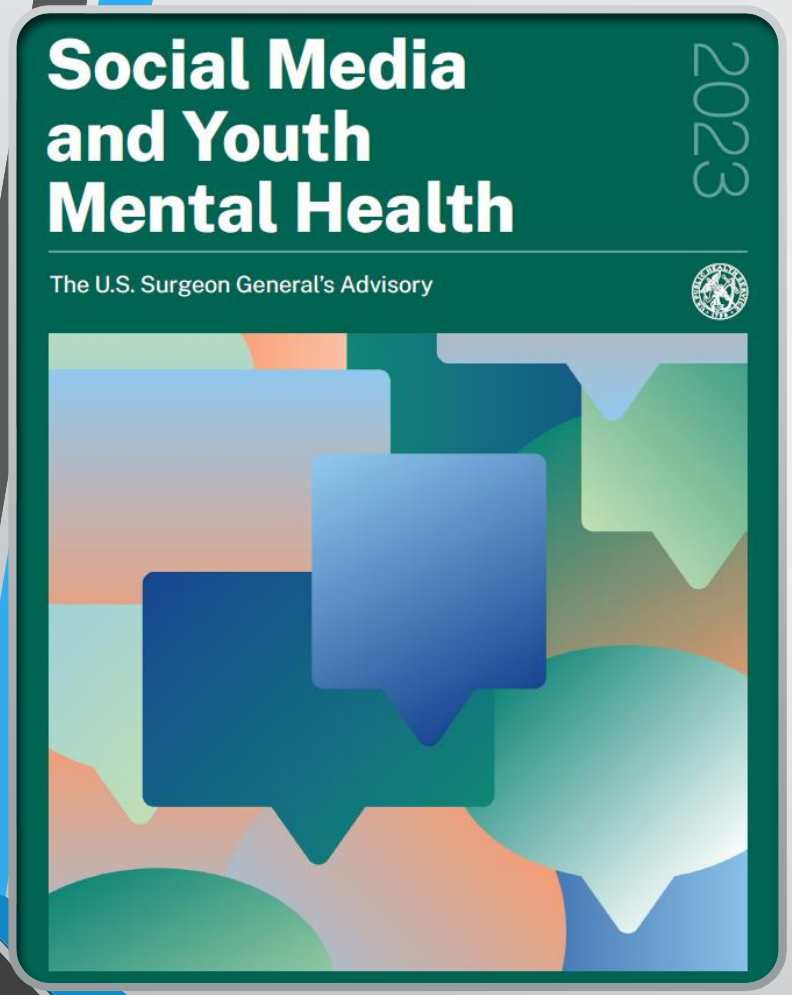
Wagstaff & Cartmell Consortium Represented Over 350 School Districts, Including:

NY	NEW YORK CITY PUBLIC SCHOOLS	892,651
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION	482,789
CA	LOS ANGELES UNIFIED	460,633
IL	CITY OF CHICAGO SD 299	341,382
NV	CLARK COUNTY SCHOOL DISTRICT	314,760
VA	FAIRFAX CO PBLC SCHS	180,028
NC	WAKE COUNTY SCHOOLS	159,721
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION	149,800
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS	131,646
PA	PHILADELPHIA CITY SD	124,111
FL	PALM BEACH	187,057
FL	HILLSBOROUGH	218,943
FL	ORANGE	199,089
FL	PINELLAS	96,068
FL	LEE	94,927
FL	DUVAL	126,815
FL	POLK	100495
FL	BREVARD	70,996

Social Media Litigation



May 2023 Surgeon General's Advisory

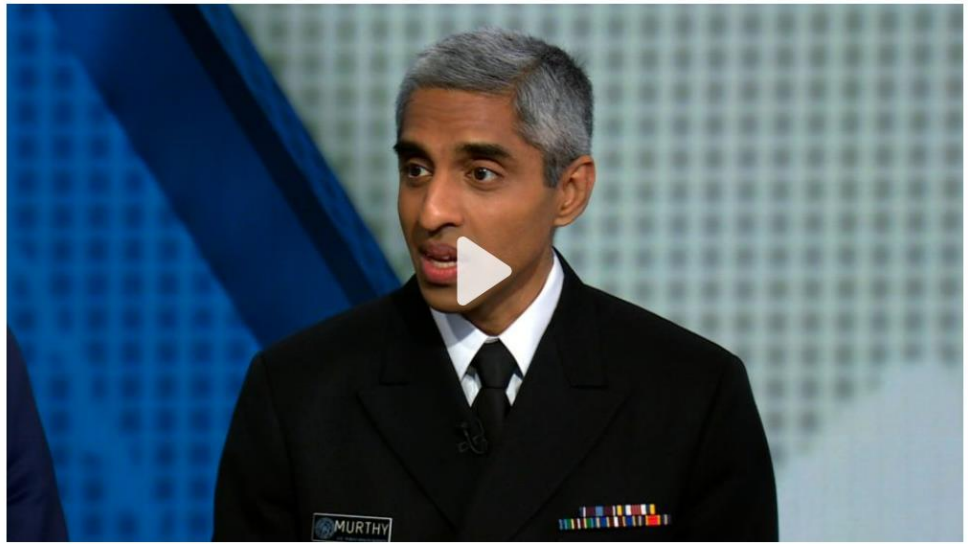


- "Given the **mounting evidence for the risk of harm to some children and adolescents from social media use**, a safety-first approach should be applied in the context of social media products."
- "**Extreme, inappropriate, and harmful content continues to be easily and widely accessible by children and adolescents**. This can be spread through direct pushes, unwanted content exchanges, and algorithmic designs. In certain tragic cases, childhood deaths have been linked to suicide- and self-harm-related content and risk-taking challenges on social media platforms."
- "**algorithms** that leverage user data to serve content recommendations are some examples of these features that **maximize engagement**"

Social media presents ‘profound risk of harm’ for kids, surgeon general says, calling attention to lack of research

By Meg Tirrell, CNN
Updated 3:01 PM EDT, Wed May 24, 2023

CNN health



- “We’ve set safety standards [for other products] and required manufacturers to implement and abide by those standards, we’ve got to do the same here.”
- “Tech companies certainly need to design their platforms with health and safety in mind.”
- “urgent that we take action”



Symptoms of Social Media Addiction

Addictive social media use will look much like any other substance use disorder and may include:

- **Mood modification** (i.e., engagement in social media leads to a favorable change in emotional states)
- **Salience** (i.e., behavioral, cognitive, and emotional preoccupation with social media)
- **Tolerance** (i.e., ever-increasing use of social media over time)
- **Withdrawal symptoms** (i.e., experiencing unpleasant physical and emotional symptoms when social media use is restricted or stopped)
- **Conflict** (i.e., interpersonal problems ensue because of social media usage)
- **Relapse** (i.e., addicted individuals quickly revert to their excessive social media usage after an abstinence period)



Consequences of Addiction

- Declined academic performance
- Sleep disruption
- Anxiety
- Depression
- Negative impact on real-life relationships
- Social anxiety disorder





Schools: On the Front Line

Impact on Schools

- **Negatively impacts the educational process**
- **Distraction.** Major distraction for students, teachers, and administrators.
- **Drain of resources.** Teachers and administrators spend a significant amount of time developing lesson plans and training for staff and educating students. Time and energy that could and should be spent elsewhere.
- **Student support services.** Demand for counseling services has increased dramatically. Many districts have hired additional counselors or paid to outsource counseling services.
- **Policing.** Requires investigation and intervention in potentially harmful or destructive conduct and confiscating devices.

Social Media Litigation Consolidated in California

- Thousands of cases, including approximately 50 brought by school districts, have been consolidated in California federal and state courts.
- MDL consolidation ordered on October 6, 2022
  - Northern District of California (federal court)
  - Judge Yvonne Gonzalez Rogers
- JCCP consolidation ordered on December 16, 2022
  - Los Angeles County Superior Court (CA state court)
  - Judge Carolyn Kuhl

Initial Ruling on October 13, 2023

"A California state judge overseeing consolidated claims that Meta, Snapchat and other social media companies cause mental health problems said on Friday the platforms can't be considered products but that the plaintiffs' negligence claims aren't barred by the First Amendment or federal law. **The ruling is the first on novel arguments on whether tech giants are liable for the way their algorithms deliver content."** - Law 360, Social Media Giants Must Face Negligence Claims Judge Says, October 13, 2023, Emphasis Added

"This is a monumental day for children who have been harmed by these social media companies. For the first time, a court has determined that claims based on social media addiction are not barred by Section 230 or the First Amendment. As plaintiffs have said from the beginning, this case is about defendants' despicable and intentional conduct with conscious disregard for the health and safety of children. This ruling sets the stage for complete discovery and trials on the merits of these issues. Plaintiffs will seek full and complete justice." – Plaintiffs' Counsel, Id.

Defendants

- Meta
  - Facebook
  - Instagram
    - Top Social Media app for Gen Z users between ages 16 and 24
- Snapchat
- TikTok (Bytedance)
- Google (YouTube)

Public Nuisance Litigation Model for Social Media

- School districts are the primary entities affected by the Social Media crisis.
- Public nuisance legal theory is the vehicle for recovery of:
  - **Past and future expenses** - for schools dealing with Social Media use on campus and student mental health problems that schools must provide support for.
  - **Injunctive relief** – require Social Media Companies to take affirmative steps to combat teen use.
  - **Punitive damages** – steep financial penalties to punish Social Media companies for their conduct and deter future conduct. We must show the company that their business model built on the backs of minors is NOT financially feasible.

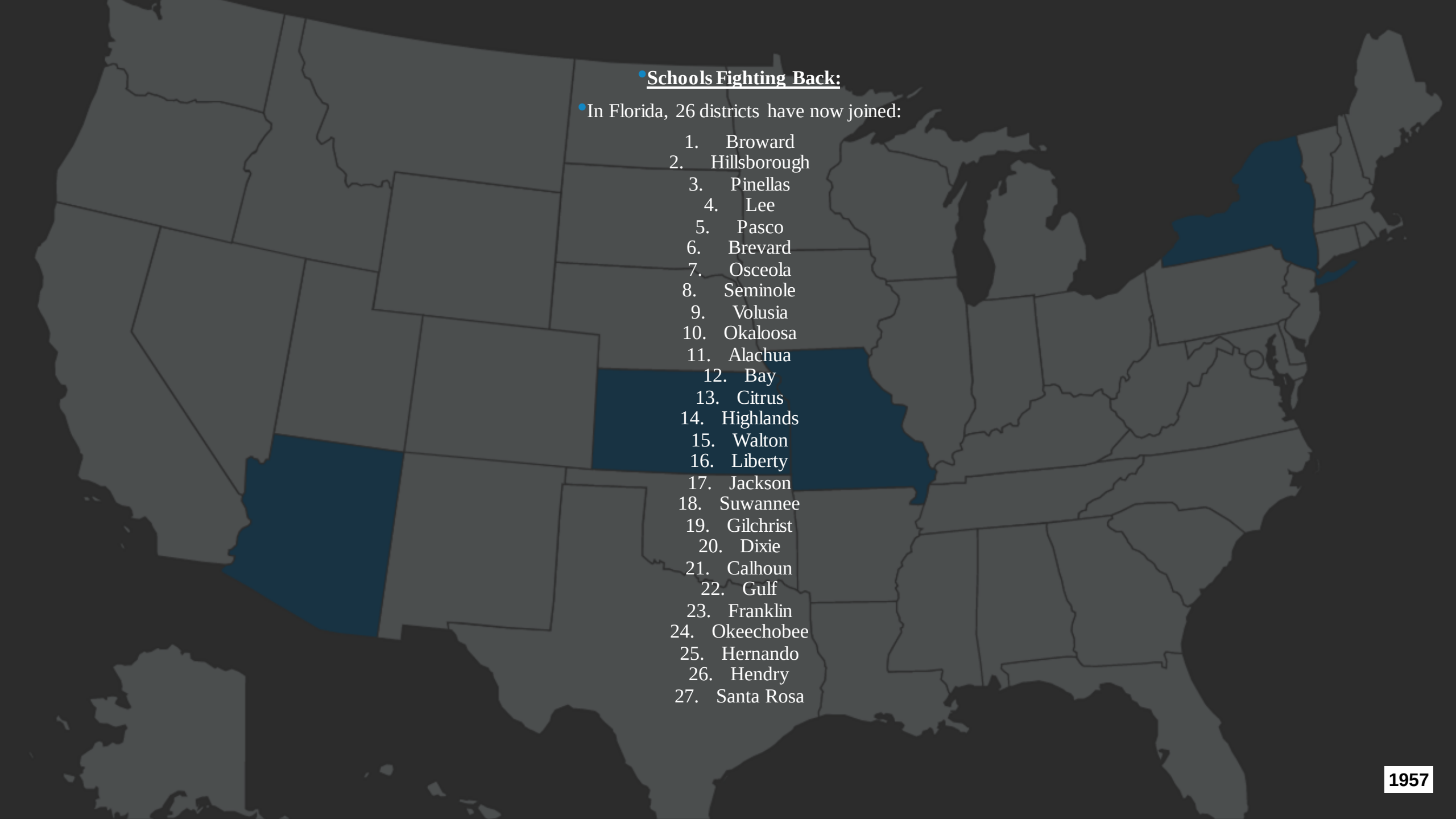
Details of School District Representation

Expertise

- Schools benefit from a team of national law firms working on their behalf, along with local counsel sensitive to local issues important to each school district.

No upfront costs or expenses

- **Expenses:** Our firms will front all expenses involved in this litigation. School districts would only be required to pay expenses if we obtain recovery on the school district's behalf. Expenses would be paid out of the any recovery.
- **Attorneys' Fees:** We work on a contingency fee basis. We get paid if and only if we obtain recovery on a school district's behalf. If the action is not successful, no legal fees are owed.



- **Schools Fighting Back:**
- In Florida, 26 districts have now joined:

1. Broward
2. Hillsborough
3. Pinellas
4. Lee
5. Pasco
6. Brevard
7. Osceola
8. Seminole
9. Volusia
10. Okaloosa
11. Alachua
12. Bay
13. Citrus
14. Highlands
15. Walton
16. Liberty
17. Jackson
18. Suwannee
19. Gilchrist
20. Dixie
21. Calhoun
22. Gulf
23. Franklin
24. Okeechobee
25. Hernando
26. Hendry
27. Santa Rosa

1957

Contact Information

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816-701-1114

Joel Wright
jwright@kmclaw.com
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Wagstaff & Cartmell

KIRTON | McCONKIE

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

The Attorney-Client Engagement Agreement ("Agreement") is entered into by and between the School District of Manatee County ("Client" or "District") and Wagstaff & Cartmell, LLP and its co-counsel Beasley Allen Crow Methvin Portis & Miles, P.C., Goza & Honnold, LLC, Kirton McConkie PC, Hand Arendall Harrison Sale LLC, and Dye, Harrison, Kirkland, Petruff & Pratt, PLLC ("Attorneys" or "We"), and encompasses the following provisions:

1. CONDITIONS

This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE

Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with social media litigation, including against Facebook, Meta, Instagram, Snapchat, TikTok, YouTube, and Google, as well as other defendants Attorneys determine appropriate and in the best interests of Client ("Action").

3. DUTIES AND RESPONSIBILITIES OF PARTIES

All professional work performed under this Agreement shall be performed by Attorneys in accordance with existing professional standards. Attorneys shall exert their best efforts and use their best judgment in review and analysis and preparation of opinions and memoranda and representation in such proceedings. Client will cooperate with Attorneys and their representatives at all times and comply with all reasonable requests of Attorneys in the prosecution of this matter on a timely basis. Client agrees to be truthful at all times with Attorneys, to provide whatever information is necessary (in the Attorneys' estimation) in a timely and competent manner, and to provide immediate information as to any change in Client's status which may have any impact on the prosecution of the Action. At the end of this Agreement Client shall designate a "District Representative" as the authorized representative to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement.

4. LEGAL SERVICES SPECIFICALLY EXCLUDED

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will *not* provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES

a. Client will pay Attorneys' fees ("Attorneys' Fees") of:

   i. For any monetary settlement or recovery, or any non-monetary recovery, that Attorneys obtain for Client, Attorneys shall be entitled to thirty-three percent (33%), including thirty-three percent (33%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants. However, if money recovered from defendants is less than thirty-three percent (33%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from

defendants.

ii. Client understands and acknowledges that Attorneys are co-counsel in this Action and are entitled to share in the Attorneys' Fees. Client understands that this Agreement will not increase the total amount of attorneys' fees owed to Attorneys by Client. Client understands and acknowledges that the Attorneys' Fees will be shared as follows:

1. Wagstaff & Cartmell, LLP	18.00%
2. Beasley Allen Crow Methvin Portis & Miles, P.C.	18.00%
3. Goza & Honnold, LLC	18.00%
4. Kirton McConkie PC	18.00%
5. Hand Arendall Harrison Sale LLC	18.00%
6. Dye Harrison Kirkland Petruff & Pratt, PLLC	10.00%

b. For determining the Attorneys' Fees as outlined in paragraph 5(a), the date of recovery shall be the date that monies are paid or non-monetary value conveyed by defendants as a result of the Action, whether through settlement, judgment, or other means, rather than the date such monies are promised, agreed, or ordered to be paid.

c. Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

d. The contingent fee is calculated as a percent of any settlement or recovery prior to the deduction of any expense or cost, i.e., the "Gross Recovery," unless prohibited by law or Court rule. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services included in the Gross Recovery, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

e. The Gross Recovery shall include, without limitation, any monetary payments, or the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District, agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Action, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory attorneys' fee paid by defendants shall be included in calculating th**e** Gross Recovery.

f. If, by judgment, there is *no* monetary recovery and District receives nonmonetary or "in kind" relief, Attorneys acknowledge that District is not obligated to pay Attorneys' Fees from public funds for the value of the in kind relief. In the event of in kind relief by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered attorneys' fees.

g. District agrees the defendants shall pay all attorneys' fees in a settlement that includes only nonmonetary relief. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and Client agrees to make a good faith effort to include attorneys' fees for Attorneys as part of the terms of any settlement or resolution of the Action.

6. FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS

a. In the event there is a Court ordered assessment or agreement for fees and costs required to be paid to any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, which typically ranges from 6% to 10% of the gross proceeds, any such assessment will

be paid from Client's share of any recovery proceeds as part of the costs and expenses advanced, unless otherwise ordered by the Court or prohibited by law or Court rules. At this time, Attorneys cannot determine what Court ordered assessment, if any, will be paid to an MDL or to a State Court coordinated proceeding.

b. District understands that additional Attorneys' Fees and/or litigation expense reimbursement(s) may be received by Attorneys from common benefit fund(s) or plaintiff's steering committee discretionary funds from an MDL or State Court coordinated proceeding, Attorneys' representation of other claimants in this litigation, or from other sources. District agrees and understands that the Attorneys' Fees set forth above in Section 5 shall be recoverable to Attorneys in addition to and not withstanding such other fees, and that Attorneys' Fees are calculated prior to the assessment of any Court ordered assessment, i.e., from the Gross Recovery.

7. SETTLEMENT

Client has the authority to accept or reject any final settlement amount after receiving the advice of Attorneys. District understands settlements are a "compromise" of its claim, and that Attorneys' Fees, as outlined in Section 5 above, apply to settlements. For example, if a settlement is reached, and includes future or structured payments, Attorneys' Fees shall include its contingent portion of those future or structured payments.

8. ASSOCIATE COUNSEL

a. District agrees that Attorneys may, in their discretion, employ associate counsel to assist in prosecuting District's claim, and District agrees to the participation of any lawyers that Attorneys may choose to involve in District's case. With the exceptions set forth below, payment of Attorneys' Fees to any such additional counsel will be the responsibility of Attorneys and will not increase the total Attorneys' Fees to be paid by District. Appropriate costs and expenses incurred by any such additional counsel on District's behalf, however, will be chargeable to District on the same terms (set out in this Agreement) as costs and expenses incurred on District's behalf by Attorneys.

b. In some instances, it may be necessary for Attorneys to retain special outside counsel to assist on matters other than prosecuting District's claim for damages. Examples of such instances include the following: a defendant may seek bankruptcy protection and District seeks bankruptcy counsel that affects District's claim; or a complex, group settlement may require an ethics opinion from outside counsel; or special action in probate court may be necessary. District understands that Attorneys do not specialize in these areas of the law and agrees that Attorneys may retain such special outside counsel to represent District when Attorneys deem such assistance to be reasonably necessary. District understands that the fees for such counsel will be deducted from District's share of the recovery.

9. REASONABLE FEE IF CONTINGENT FEE IS UNENFORCEABLE OR IF ATTORNEY IS DISCHARGED BEFORE ANY RECOVERY

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliate with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed thirty percent (33%) of the Gross Recovery as defined herein.

10. NO GENERAL FUND PAYMENTS

Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no

circumstances shall Client's own funds be obligated to satisfy the Attorneys' Fees as a result of the Action or this Agreement.

11. COSTS AND EXPENSES

In addition to paying Attorneys' Fees, Client shall reimburse Attorneys for all "costs/expenses," which include but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, travel expenses, and other similar items incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' Fees and Client will reimburse those costs/expenses after Attorneys' Fees have been deducted, unless prohibited by law or Court rule. If there is no recovery, Client will not be required to reimburse Attorneys for costs/expenses. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for any costs/expenses above and beyond the recovery.

12. SHARED EXPENSES

Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

13. DISBURSEMENT OF PROCEEDS TO CLIENT

a. The proceeds of any settlement, judgment or recovery on District's behalf under the terms of this Agreement shall be disbursed to District as soon as reasonably practicable after receipt by Attorneys. At the time of disbursement of any proceeds recovered on District's behalf under the terms of this Agreement, District will be provided with a detailed disbursement sheet reflecting the method by which Attorneys' Fees have been calculated and the expenses of litigation which are due to Attorneys from such proceeds. Attorneys are authorized to retain out of any monies that may come into their hands by reason of its representation of District the fees, costs, expenses and disbursements to which they are entitled as determined in this Agreement.

b. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The Attorneys' Fees will be paid out of the initial payment if there are sufficient funds to satisfy the Attorneys' Fees. If there are insufficient funds to pay the Attorneys' Fees in full from the initial payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

14. LIEN

In the event any third-party attempts to lien any proceeds recovered in this Action, Client hereby grants, and agrees, to the extent permitted by law or Court rule, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from defendants in the Action in the amount of the Attorneys' Fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from defendants and in no way affects any other rights of Client in any way whatsoever.

15. DURATION

This Agreement shall cover the period from date of execution until the termination of the Action or termination of the legal services rendered hereunder, whichever is sooner. This Agreement may be terminated by District upon at least 10-days' notice, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by District against the

defendant(s) subsequent to termination, Attorneys shall have rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to its work prior to termination. In the event of termination of this Agreement for any reason, Attorneys shall immediately return to District all materials and documents of every kind and nature, including but not limited to District documents and computer disks, relating to this Agreement and the Action. Attorneys may withdraw as District's attorneys at any time if they determine, in their sole discretion, that District's claim lacks merit or that it is not worthwhile to pursue District's claim further.

16. DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

17. MULTIPLE REPRESENTATIONS

District understands that Attorneys do or may represent many other individuals/entities with actual or potential claims in the Action. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, Attorneys are governed by specific rules and regulations relating to Attorneys' professional responsibility in Attorneys' representation of clients, and especially where conflicts of interest may arise from Attorneys' representation of multiple clients against the same or similar defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of District and other multiple claimants and that District nevertheless wants Attorneys to represent District, and that District consents to Attorneys' representation of others in connection with the Action. Attorneys strongly advise District, however, that District remains completely free to seek other legal advice at any time even after District signs this Agreement.

18. AGGREGATE SETTLEMENT

Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever attorneys represent multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. District authorizes Attorneys to enter into and engage in group settlement discussions and agreements which may include District's individual claims. Although District authorizes Attorneys to engage in such group settlement discussions and agreements, District will still retain the right to approve, and Attorneys are required to obtain District's approval of, any settlement of District's case.

19. ENTIRE AGREEMENT

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement, and that no modification of this Agreement shall be valid unless written and executed by both parties.

20. SEVERANCE CLAUSE

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or PDF versions of this Agreement shall have the same force and effect as signature of the original.

22. STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES.

The Client has been provided in Exhibit A, and acknowledges receipt of same, The Florida Bar's Statement of Clients' Rights in Contingency Fee Cases in Florida.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Signature: _____

Print Name: _____

Print Title: _____

Print Date: _____

Print Name of School District: _____ (the "Client" or "District")

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT

(the "District Representative")

Print Name: _____

Print Title: _____

Print Phone Number: _____

Print Email: _____

ACKNOWLEDGMENT OF ATTORNEYS

The undersigned agrees to the terms and provisions of this Attorney-Client Engagement Agreement.

Dated: _____ _____

Tom Cartmell, Esq.
Wagstaff & Cartmell, LLP

Dated: _____ _____

Joseph VanZandt, Esq.
Beasley Allen Crow Methvin Portis & Miles, P.C.

Dated: _____ _____

Kirk Goza, Esq.
Goza & Honnold, LLC

Dated: _____ _____

Joel Wright, Esq.
Kirton McConkie PC

Dated: _____ _____

Franklin Harrison, Esq.
Hand Arendall Harrison Sale LLC

Dated: _____ _____

Stephen Dye, Esq.
Dye, Harrison, Kirkland, Petruff & Pratt, PLLC

EXHIBIT A

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Florida School Districts that have joined the social media lawsuit in 2023, as of October 19, 2023:

1. Broward
2. Hillsborough
3. Pinellas
4. Lee
5. Pasco
6. Brevard
7. Osceola
8. Seminole
9. Volusia
10. Okaloosa
11. Alachua
12. Bay
13. Citrus
14. Highlands
15. Walton
16. Liberty
17. Jackson
18. Suwannee
19. Gilchrist
20. Dixie
21. Calhoun
22. Gulf
23. Franklin
24. Okeechobee
25. Hendry
26. Santa Rosa
27. Hernando

We are also aware of five other districts that will be voting on joining before Thanksgiving.

1. Richfield ISD cracks down on cell phone usage at school

BY ANDREA LUCIA

AUGUST 1, 2023 / 5:35 PM / CBS TEXAS

MANSFIELD (CBSNewsTexas.com) - As more of young people's lives revolve around cell phones, getting them to pay attention to… well, anything… can be hard.

"It was the number thing our secondary school teachers really expressed a concern about – the distraction the cell phones were in the classroom," said Richardson ISD Tabitha Branum.

The district last year adopted a new cell phone free environment policy, requiring students keep their phones in their backpacks and either turned off or on silent for the entire school day, except in some cases during lunch.

"There was such a benefit to not having the phones. The teachers were so appreciative," Branum told school board members during a briefing this summer.

Teachers overwhelmingly reported being able to use more time on teaching and less on discipline.

"Ninety percent of our teachers said they got back instructional time. As much as ten minutes for every class period," said Branum.

Ninety-four percent of teachers surveyed said they support the new policy. So, did 80% of parents. Not surprisingly, only 33% of students liked it.

"I think it goes without saying our students… this policy is not our student's favorite policy," said Branum.

There was one campus, though, where teachers reported having even more success – Forest Meadow Junior High. There the district tried something different, introducing Yondr bags.

Students there were required to put their phones in the bags that stayed magnetically sealed until the end of the day.

Instead of confiscating nearly 50 cell phones a day, like other secondary schools, the campus saw just 21 violations the entire year.

Now four more campuses – Liberty Junior High, Apollo Junior High, Lake Highlands Junior High, and Lake Highlands High School – are adopting the same policy, expanding use of the bag to half the district's junior high schools and, for the first time, one of its high schools.

Superintendent Branum believes putting away phones during school can benefit students in a variety of ways.

"They appreciate when they have a chance to focus solely on learning, as well. And, that fear of missing out… 'Did I miss a Snapchat? Did I not see something on Instagram or TikTok? Well, I didn't miss it 'cause no one has their phone'," she said.

Parents, she says, can still keep in touch with their children by e-mail available on the Chrome Books every student carries. In the event of an emergency, she says, teachers also have a way to unseal Yondr bags.

Overall, though, she said, the policy is clear.

"This is who we are and what we do at Richardson ISD, so keep that phone away," she said.

Article at: https://www.cbsnews.com/texas/news/mansfield-isd-cracks-down-cell-phone-usage-at-school/?intcid=CNR-01-0623

END

2. Students can't get off their phones. Schools have had enough.

Administrators see them as an intensifying distraction — or, worse, a tax on students' mental health

By Donna St. George

May 9, 2023 at 6:00 a.m. EDT

When students returned to school during the pandemic, educators quickly saw a change in their cellphone habits. More than ever, they were glued to the devices during class — posting on social media, searching YouTube, texting friends.

So this year, schools in Ohio, Colorado, Maryland, Connecticut, Pennsylvania, Virginia, California and others banned the devices in class to curb student obsession, learning disruption, disciplinary incidents and mental health worries.

"We basically said: 'This has got to stop,'" said Dayton Public Schools Superintendent Elizabeth Lolli. "We've got academic issues that are not going to be fixed … if our students continue to sit on their phones."

Most school systems already had cellphone bans in 2020, according to federal data, but the pandemic brought more urgency to places with lenient rules or lax enforcement. Some invested in ways to lock up phones away during school hours. Others forced students to keep them hidden away — with strict penalties for violations.

Students and teachers: Tell The Post how you use ChatGPT and other AI tools

The stakes are higher after the covid-19 years, with many districts behind academically up to a year or more and doing all they can to help students catch up. Some have come to see social media — accessed via students' phones — as a major contributor to poor mental health. A string of school systems has filed suit against the platforms.

But many students — who use their phones for listening to music, arranging rides home, and checking on grades or assignments — are unhappy with the crackdowns. Some check in with parents or coaches by text. Some think the decision should be theirs, not a school dictate.

Parents have been split on the issue, with many critics insisting their children need phones in case of an emergency.

"We're not trying to infringe on anybody's freedom, but we need to have full attention in the classroom," said Nancy J. Hines, superintendent in the Penn Hills School District, in the suburbs of Pittsburgh.

Hines said cellphone problems in her diverse 3,000-student system intensified after returning from remote-learning during the pandemic. Hoping to switch the focus from scrolling to learning, the district tried a ban last year in its middle school. Homeroom teachers collected phones every morning and locked them in zippered storage cases. Students picked up their cellphones before heading home.

This year, the district went a step further, expanding to the high school level.

There, students slip their phones into locking Yondr pouches (about $16 each) that they carry with them all day and that they can open by tapping it against a magnetic device as they leave.

The experience has not been perfect. Some students gamed the system by putting an old cellphone in the pouch and hiding their current device. But it generally has gone well, Hines said. "Do we have 100 percent compliance? No. But the majority of our teachers would say that it is much better. There are fewer distractions."

Should schools ban cell phones? Parents are torn.

In Philadelphia, 27 public schools use Yondr pouches, said spokeswoman Monique Braxton. Schools request approval from the district and pay for them out of their own budgets, she said.

Principal Megan Wapner rolled out the pouches at her K-8 school in Philadelphia this year for students in fourth grade to eighth grade. Now, she said, she sees children talk to one another at lunch, rather than text or scroll. If a parent needs to reach a student during school hours, the school's staff promptly relays messages, she said.

But in Virginia Beach, with 64,000 students, district officials considered the pouches too expensive given the number of students who would need them. They discussed several approaches, deciding that "there has to be some personal responsibility on the individuals that come to our schools to follow the rules," said Matthew Delaney, chief schools officer.

A new regulation this school year forbids cellphone use during instructional hours or in a school setting. Middle-schoolers now must keep phones stowed in their lockers. High school students may carry phones — and use them during lunch or between classes — but not in class.

Teachers refer offenders to an administrator, who may give them a warning, in-school detention or another punishment.

Delaney said the district has "seen some great strides," but challenges continue: Teachers have to monitor the issue, and parents have to support the district's desire to restrict them. "It's a consistent area of concern that we try to get ahead of and at times we have to react to," he said.

Andrea Palomino-Jayo, 17, a high school senior in Virginia Beach, doesn't the change. Teachers were strict as the school year started, she said, and continue to remind students from time to time. She keeps her phone off and tucked into her book bag — and likes that students are involved in class discussions instead of "what's on their phone," she said.

Many teachers are all for new limits.

In Kansas, teachers have raised the issue during contract negotiations — which are ongoing — asking the district to ban cellphones in class. The goal is for a districtwide discussion of the issue, said Katie Warren, president of the United Teachers of Wichita. Previously, teachers had asked principals for schoolwide restrictions, with varied results.

The timing is ideal, said Mike Harris, a high school teacher and union vice president. As a result of the pandemic, Wichita students now have district-provided Chromebooks they can use in class for research or other online work. "They don't need their cellphones to learn," he said.

Superintendent Bill Wilson, who leads a system of 1,400 students in Brush, Colo., about 90 miles northeast of Denver, said nearly all of student discipline issues last year were the result of phones or involved phones. Social media posts and texts during school hours often led to conflicts, bullying or other infractions, he said.

This year, the rules are the same in every classroom: No phones. If students are caught in class or even in a hallway, they must go to their school's office and wait for a parent to come to collect their phone. If they need to read messages on their phone — say, about a ride home or a team practice — the rules permit them to visit the office and view them there.

"When they're finished, they put the phone back into their backpacks and go on their way," Wilson said.

He said he sees more interaction between teachers and students, more focus, less conflict in hallways. And only a handful of students are second-time offenders, he said. "The majority of our students, when we surveyed them, were thankful for it because it has reduced the stress in their life," Wilson said. "They're not worried about what their friends are saying, at least not during school time." Several parents were critical early on, he said, but most have been accepting.

For other parents, the higher priority is being in touch in a crisis. Rachel Whittemore, who lives in the suburbs of New York City, said she noticed her 13-year-old son was visibly

anxious about a proposed cellphone ban at a previous school, having grown up with a steady drumbeat of news about school shootings. His school now allows students to carry phones as long as they don't use them during school hours — which works for him.

Even after shootings, experts warn against cellphones in schools

"I'm afraid that if something happens, I won't be able to contact anyone … to tell people I'm okay or I'm not," the eighth-grader said. "Worst-case scenario: You can at least say goodbye."

But educators and experts say students need to focus on their surroundings during a crisis, not their cellphones.

People peering into phones "lose all awareness of what is going on around them," which can increase the likelihood of being hurt, said Jaclyn Schildkraut, a researcher on school and mass shootings and executive director of the Regional Gun Violence Research Consortium at the Nelson A. Rockefeller Institute of Government in New York.

"You're putting yourself at greater risk because you're not actively working to protect yourself," she said. Phones should not be pinging with messages either — or even used in silent mode during an active shooter incident, she said. After the crisis subsides, students can connect with parents, she said.

In Danbury, Conn., Kristy Zaleta, principal of Rogers Park Middle School, switched to a new approach this year, too: Phones are off limits except during the school's three-minute transition periods and its 30-minute lunch. "Any other time, they're taken away," she said.

The result: "There's a calmer sense," she said. "It definitely feels like the air has changed."

The previous year, she said, "almost broke us."

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3023Comments



By Donna St. George

Donna St. George is a national education reporter for The Washington Post, where she has been a staff writer since 1998. She previously worked at the Philadelphia Inquirer and the New York Times. Twitter

3. The Phone Proximity Effect: Your Phone Could Be Sabotaging Your Studies

February 7, 2019

Wondering what you can do to make your study time more effective? One answer, science suggests, is to put some real distance between you and your phone. Even if you're confident that your phone isn't distracting you, you could be falling victim to the 'phone proximity effect.'

What is the **phone proximity effect**? Put simply, it's the idea that when your phone is physically close to you – when it's within easy reach – your cognitive performance can be negatively impacted, even if you're not actually using it. Surprising? Perhaps, but it's borne out by some very interesting recent science:

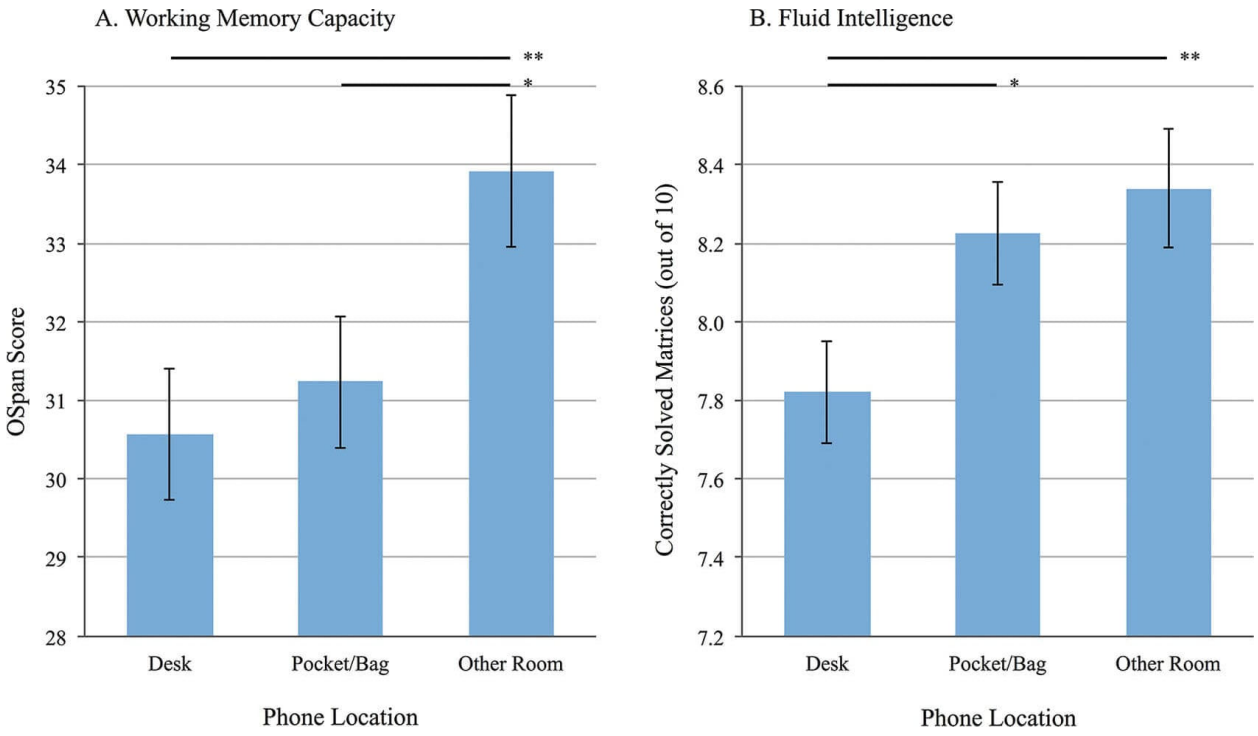
Take, for example, this 2017 study of nearly 800 smartphone users conducted by some scholars at the University of Texas. The researchers were interested in seeing what effect smartphone presence has on cognitive performance, so they sorted subjects into three groups:

- The **"desk"** group brought their phones into the testing area and placed them face-down on the desk.
- The **"pocket/bag"** group brought their phones into the testing area but kept them in a pocket or bag.
- The **"other room"** group left their phones in another room before entering the testing area.

All three groups were instructed to place their phones on silent and turn vibrate off, so that no calls, texts, or notifications could distract them during the test.

Once in the testing room, subjects completed a couple of tests designed to measure cognitive performance. Then they answered a questionnaire that asked them how frequently they had thought about their phones during the testing, and whether they thought their phone's location could have impacted their performance.

The Smartphone Proximity "Brain Drain"



Results of "desk", "pocket", and "other room" groups for each of the cognitive tests.

The results were pretty dramatic. The "desk" group performed worst on both cognitive tests, and the "pocket/bag" group came second. In both tests, the "other room" group performed best. The results of the cognitive testing strongly suggested that the physically closer our phone is, the worse we perform, even if it's silenced.

Thinking that perhaps students had been secretly checking notifications, the researchers conducted a similar experiment and asked some students to shut their phones off entirely. But it turned out that didn't matter – cognitive

performance was worst for “desk” students and best for “other room” students even when their phones were turned off.

Perhaps even more significant were the results of the questionnaire: the vast majority of subjects felt that their phone hadn’t impacted their performance, and reported that they hadn’t thought about their phone during the testing period.

The implications of this study are pretty significant: **having our phones nearby makes us perform worse, but we don’t realize it’s having an effect.**

One of the study’s authors, Adrian Ward, explained that the problem is that even not thinking about something takes effort: “Your conscious mind isn’t thinking about your smartphone, but that process — the process of requiring yourself to not think about something — uses up some of your limited cognitive resources. It’s a brain drain.”

In other words, when your phone’s easily within reach, some part of your brain has to work to keep you from being distracted by it. That effect is apparently lessened when it’s in a different room and not easily accessible.

That’s just a single study, of course, but **an earlier study suggests the exact same thing**. In that study, University of Maine researchers asked subjects to complete tasks designed to measure cognitive function and attention, with each task further split by difficulty level. Researchers then pretended to accidentally leave either a cell phone or a notebook on the subject’s desk as they took the test.

As you’d expect, the students with phones on their desks performed measurably worse than the students with notebooks. And in a follow-up experiment, the researchers confirmed that this effect held regardless of whose phone it was: students who were asked to place their own phone on the desk as they took the tests performed worse than those who were not. It was the Phone Proximity Effect in action.

And the negative impact of smartphones on learning and cognitive performance has been demonstrated in a number of other recent studies, too.

For example, a 2018 study published in *Computers and Human Behavior* found that students distracted by their phones remembered less from a short lecture (and performed worse on a subsequent test). A similar study found that students who used their phones during a lecture took worse notes and performed worse on follow-up assessments. Another study found that schools which banned mobile phones saw higher test scores post-ban. A Japanese study even found that the physical location of your phone might affect the part of the computer screen you're most focused on as you work.

What Can You Do?

To begin with, it's always worth remembering that experimental results can be biased or flat-out wrong, and you should do what's best for you. In this case, there are quite a few studies that suggest similar conclusions, but how *you* respond to the presence of your phone while studying won't necessarily follow the pattern of results these researchers found in their studies.

With that said, if you'd like to give yourself a shot at increasing your performance, these results suggest some pretty obvious prescriptions for your data science study sessions (or any kind of study you're engaged in):

First: **Put your phone in a different room**. As Texas study demonstrated, having your phone nearby will hurt your cognitive performance even if it's silenced or turned off, and even if you're confident it's *not* impacting you. When you're setting aside time to study, it's best you leave the phone in another room.

Second: **Turn off the ringer (if you can)**. While the Texas study showed that the negative cognitive impact of phone proximity persists even when it's silenced, other studies have shown that performance is also impacted by

direct interaction with your phone – and that could still happen if you hear it buzz or ring while it's in another room.

Obviously not everyone will be able to do this; if you have family you need to be available for in case of emergency, an increase in cognitive performance during your study sessions is probably not worth being out of touch. But if you *can* shut the phone off and put it in a different room, you'll be giving your brain its best shot at forgetting about the notifications you might be missing and focusing squarely on the task at hand.

It's also worth remembering that this research applies only to being distracted by your phone when you're trying to do something *else* (like work through the latest Dataquest lesson in your data science studies). If you're doing something *with* your phone, like reading one of these free data science ebooks, you may not get any performance improvement from switching to reading on your computer and putting the phone away.



About the author

Charlie Custer

Charlie is a student of data science, and also a content marketer at Dataquest. In his free time, he's learning to mountain bike and making videos about it.

Article at: Exploring the Phone Proximity Effect – Dataquest

4. Get Phones Out of Schools Now

They impede learning, stunt relationships, and lessen belonging. They should be banned.

By Jonathan Haidt



Jonas Roosens / ANP/ Redux

JUNE 6, 2023

IN MAY 2019, I was invited to give a lecture at my old high school in Scarsdale, New York. Before the talk, I met with the principal and his top administrators. I heard that the school, like most high schools in America, was struggling with a large and recent increase in mental illness among its students. The primary diagnoses were depression and anxiety disorders, with increasing rates of self-harm; girls were particularly vulnerable. I was told that the mental-health problems were baked in when students arrived for ninth grade: Coming out of middle school,

many students were already anxious and depressed. Many were also already addicted to their phone.

Ten months later, I was invited to give a talk at Scarsdale Middle School. There, too, I met with the principal and her top administrators, and I heard the same thing: Mental-health problems had recently gotten much worse. Even many of the students arriving for sixth grade, coming out of elementary school, were already anxious and depressed. And many, already, were addicted to their phone.

To the teachers and administrators I spoke with, this wasn't merely a coincidence. They saw clear links between rising phone addiction and declining mental health, to say nothing of declining academic performance. A common theme in my conversations with them was: *We all hate the phones*. Keeping students off of their devices during class was a constant struggle. Getting students' attention was harder because they seemed permanently distracted and congenitally distractible. Drama, conflict, bullying, and scandal played out continually during the school day on platforms to which the staff had no access. I asked why they couldn't just ban phones during school hours. They said too many parents would be upset if they could not reach their children during the school day.

A lot has changed since 2019. The case for phone-free schools is much stronger now. As my research assistant, Zach Rausch, and I have documented at my Substack, After Babel, evidence of an international epidemic of mental illness, which started around 2012, has continued to accumulate. So, too, has evidence that it was caused in part by social media and the sudden move to smartphones in the early 2010s. Many parents now see the addiction and distraction these devices cause in their children; most of us have heard harrowing stories of self-harming behavior and suicide attempts among our friends' children. Two weeks ago, the United States surgeon general issued an advisory warning

that social media can carry "a profound risk of harm to the mental health and well-being of children and adolescents."

We now also have more precedents: many more examples of schools that have gone entirely phone-free during the school day. So the time is right for parents and educators to ask: *Should we make the school day phone-free? Would that reduce rates of depression, anxiety, and self-harm? Would it improve educational outcomes?* I believe that the answer to all of these questions is yes.

What Phones Do to Kids in School

Think about how hard it is for you to stay on task and sustain a train of thought while working on your computer. Email, texts, and alerts of all kinds continually present you with opportunities to do something easier and more fun than what you're doing now. If you are over age 25, you have a fully mature frontal cortex to help you resist temptation and maintain focus, and yet you probably still have difficulty doing so. Now imagine a phone in a child's pocket, buzzing every few minutes with an invitation to do something other than pay attention. There's no mature frontal cortex to help them stay on task.

Many studies have established that, despite schools' rules against it, students check their phone a lot during class, and that they receive and send texts if they can get away with it. Their focus is often and easily derailed by interruptions from their device. One study from 2016 found that 97 percent of college students said they sometimes use their phone during class for noneducational purposes. Nearly 60 percent of students said that they spend more than 10 percent of class time on their phone, mostly texting. Many studies show that students who use their phone during class learn less and get lower grades.

You might be thinking that these findings are merely correlational; maybe the smarter students are just better able to resist temptation? Perhaps, but experiments using random assignment likewise show that using or just seeing a phone or receiving an alert causes students to underperform.

For example, consider this study, aptly titled "Brain Drain: The Mere Presence of One's Own Smartphone Reduces Available Cognitive Capacity." The students involved in the study came into a lab and took tests that are commonly used to measure memory capacity and intelligence. They were randomly assigned to one of three groups, given the following instructions: (1) Put your phone on your desk, (2) leave it in your pocket or bag, or (3) leave it out in another room. None of these conditions involve active phone use—just the potential distraction of knowing your phone is there, with texts and social-media posts waiting. The results were clear: The closer the phone was to students' awareness, the worse they performed on the tests. Even just having a phone in their pocket sapped students' abilities.

The problem is not just transient distraction, though any distraction in the classroom will impede learning. Heavy phone or social-media use may also have a cumulative, enduring, and deleterious effect on adolescents' abilities to focus and apply themselves. Nearly half of American teens say that they are online "almost constantly," and such continuous administration of small pleasures can produce sustained changes in the brain's reward system, including a reduction of dopamine receptors. This shifts users' general mood toward irritability and anxiety when separated from their phones, and it reduces their ability to focus. That may be one reason why heavy phone users have lower GPAs. As the neuroscientists Jaan Aru and Dmitri Rozgonjuk recently argued: "Smartphone use can be disruptively habitual, with the main detrimental consequence being an inability to exert prolonged mental effort."

But smartphones don't just pull students away from schoolwork; they pull them away from one another too.

The psychologist Jean M. Twenge and I have found a global increase in loneliness at school beginning after 2012. Students around the world became less likely to agree with survey items such as "I feel like I belong at school" and more likely to agree with items such as "I feel lonely at school." That's roughly when teens went from mostly using flip phones to mostly using smartphones. It's also when Instagram caught fire with girls and young women globally, following its acquisition by Facebook, introducing selfie culture and its poisonous levels of visual social comparison.

From the May 2022 issue: Why the past 10 years of American life have been uniquely stupid

One way that phones have hurt our relationships is through "phubbing" (a contraction of *phone snubbing*), when a person breaks away from a conversation to look at their screen. Research shows that it interferes with the intimacy and perceived quality of social interactions. People who are more addicted to their phones are, unsurprisingly, the biggest phubbers, which may explain why people who are the heaviest users of phones or social media are also the most depressed and lonely. Once some students start phubbing others, then the others feel pressure to pull out their own phone, and in a flash, the culture of the entire school has changed.

If you have any doubt that phones in school stunt social connections, just talk to students about what happens at lunch time. My undergraduate students at NYU tell me that having real conversations is difficult, because most of their fellow students keep their phones on the table and frequently break away to check or respond to notifications. A 2018 study by the social psychologists Ryan Dwyer, Kostadin Kushlev, and Elizabeth Dunn tested my students' intuition. They invited hundreds

of college students and community members to share meals at a restaurant, with family or friends. They randomly assigned participants in each small group to either put their phones on the table or put them away. The results? "When phones were present (vs. absent), participants felt more distracted, which reduced how much they enjoyed spending time with their friends/family."

I've been studying and writing about the effects of smartphones and social media on teens' behavior, development, and mental health for six years now. To help organize the existing research on these topics, I've created a series of open-source Google documents, which I've curated with Rausch. We recently created a phone-free-schools collaborative review, cataloging the studies I've noted in this article and many more.

Consider the words of the MIT professor Sherry Turkle in her book *Reclaiming Conversation*: Because of our phones, she writes, "we are forever elsewhere." If we want children to be present, learn well, make friends, and feel like they belong at school, we should keep smartphones and social media out of the school day for as long as possible.

What Does It Mean to Go Phone-Free?

According to the National Center for Education Statistics, as of 2020, "cellphone bans were in place in 77% of U.S. schools." But this high number seems to refer to a very low bar: It includes any school that tells students they should not use their phone while in class—unless the use is related to class. That's not really a ban; it's more of an unenforceable wish. Such a policy guarantees struggle between teachers and students, and it means that there are always kids looking at phones hidden in their laps or books, especially in the classes where the teacher has grown exhausted by the never-ending game of phone policing. As long as *some* kids are posting and texting during the school day, that raises the pressure on *everyone else* to check their phones during the school day.

Nobody wants to be the last person to know the thing that everyone else is texting about.

Other countries are ahead of the U.S. on phone policy. France banned the use of mobile phones on school grounds through grade nine in 2018 (though the law allows students to keep their phone in their bag or pocket, so students still use their phone stealthily). In New South Wales, Australia, the use of mobile phones has been banned in elementary schools and will soon be banned in high schools, although schools can decide how to implement the bans.

Some schools in the U.S. have now taken similarly uncompromising stances on phones. For example, the author Mark Oppenheimer wrote earlier this year in *The Atlantic* about St. Andrew's, a small boarding school in Delaware that allows students to use their phones only when in their dorm rooms, not when anywhere else on campus—a move that some students initially resisted but now has widespread student support.

More American schools—arguably all schools—should make themselves into genuinely phone-free zones. How would that look in practice? I think it's helpful to think of phone restrictions on a scale from 1 to 5, as follows:

Level 1: Students can take their phone out during class, but only to use it for class purposes.

Level 2: Students can hold on to their phone but are not supposed to take it out of their pocket or backpack at all during class time.

Level 3: Phone caddies in classrooms: Students put their phone into a wall pocket or storage unit at the start of each class, and then pick it up at the end of that class.

These three levels seem to be the ones most commonly employed by American schools today. I believe that the first two are nearly useless. Many students do not have the impulse control to stop themselves from checking their phone during class time if the phone is within reach. One teacher at Scarsdale High School told me that even when a ban on using phones during class is enforced, some students will say that they need to use the bathroom in order to check their phone.

Phone caddies are a little better for learning, because they get the phone out of the student's pocket, but their effect on school social life may be worse: A likely result of the practice is that *all times between classes* will be dominated by kids looking down silently at their phones, getting the fix they were denied for 50 minutes during class. When they do talk with friends, they'll give those friends only a fraction of their full attention.

So let's move on:

Level 4: Lockable pouches (such as those made by Yondr). Students are required to put their phone into their own personal pouch when they arrive at school, which is then locked with a magnetic pin (like the anti-theft tags used in clothing stores). Students keep the pouch with them but cannot unlock it until the end of the school day, when they are given access to a magnetic unlocking device.

Level 5: Phone lockers. Students lock their phone into a secure unit with many small compartments when they arrive at school. They keep their key and get access to the phone lockers again only when they leave school.

Both of these practices put any student seen using a phone during the school day in clear violation of policy. They are the only two policies I know of that can create phone-free schools. They are the policies most likely to produce substantial educational, social, and mental-health

benefits, because they are the only approaches that give students six or seven hours a day of time away from their phone.

Lockable pouches are low-cost and easy to implement. However, I have heard from some students that their classmates (aided by YouTube videos) find ways to open their pouches and use their phones whenever they think no adult is watching. (A Yondr employee told me that the company is working to improve its pouch lock, and also said that schools should do regular pouch checks, which would reveal the damage from the most common methods of illicit unlocking.)

From the September 2017 issue: Have smartphones destroyed a generation?

Phone lockers may be more complicated to put in place, logistically—especially at large schools. But they are the most reliable way to separate students from their phone for the duration of the school day and would therefore deliver the greatest benefits.

A school that goes phone-free would still have to figure out what to do about laptops, tablets, and computers in the classroom. Students would surely use any internet-connected device to send and receive texts, and to reach their social-media accounts. Last year, I banned all screens—even laptops for taking notes—from all of my undergraduate and MBA classes, and at the end of each semester, students strongly agreed that this improved the class for them. But even absent a laptop ban, these larger devices are more easily managed and are not as likely as smartphones to disrupt social interactions outside of class.

THOSE WHO OPPOSE PHONE BANS raise a number of objections. Smartphones can be useful teaching tools, for instance, and may make it easier for some teachers to create engaging lesson plans. That's true, but any increase in engagement during a lesson may be offset by students

getting distracted during the same lesson. When we add in the costs to all other teachers and the loss of social connection between classes, it's hard to see how the marginal benefit of a phone-based lesson outweighs the costs of a phone-focused student body.

A more common argument comes from parents, many of whom are afraid that something might go wrong at school and want to ensure that they can reach their children at all times. These fears are understandable but are also part of the cause of Gen Z's mental-health problems. In his book *Paranoid Parenting*, the sociologist Frank Furedi describes how a new style of protective parenting swept through British and American society in the 1990s, in response to the perception that risks to children were rising. When parents believe that everything is risky and they can't trust other adults to protect their children, they take a more defensive approach to parenting. They try to protect their children from all risks, even when that deprives their children of valuable experiences of independence.

But today's parents, who grew up during a period when crime rates were much higher than they are now, generally have fond memories of walking or biking to school with other kids, or just having time away from parental supervision to hang out with friends. I believe that children and teens would benefit developmentally if they were to go six or seven hours each day out of contact with their parents.

What about school shootings? I'm the father of two high-school students, and of course I would want to connect with my children in such a nightmare scenario. But would a school where every student has a smartphone be safer than one in which only the adults have smartphones? Ken Trump, the president of National School Safety and Security Services, warns that using a cellphone during an emergency can increase safety risks. "During a lockdown, students should be listening to the adults in the school who are giving life-saving instructions," Trump explains. "Phones can distract from that. Silence can also be key, so you

also don't want that phone noise attracting attention." In addition, it seems to me that 300 parents rushing to the school in 300 cars would probably make things more difficult for first responders.

AS THE TEEN-MENTAL-HEALTH CRISIS rolls on and rates of depression, anxiety, and self-harm continue to rise, we are not helpless. It would be great if social-media platforms enforced their own minimum age of 13 to open accounts, but all signs indicate that they won't unless compelled by Congress. It would be great if Congress would compel them, and in fact several bills are being considered right now toward that end. It would be better still if the minimum age for using social media were raised to at least 16. The solutions to this crisis are wide-ranging, and some may need to involve the federal government.

But parents, teachers, and school administrators can take meaningful action too, right now. Although it's outside the scope of this essay, parents who have not yet given their children a smartphone can resolve to provide only dumb phones until high school, and they can coordinate with the parents of their children's friends, making that choice easier for all families involved. Schools that are using the lower levels of phone restriction can resolve to move up to lockable pouches or phone lockers, and many schools could implement these changes by September. My hope as a researcher is that a farsighted governor or school-district superintendent will implement these changes experimentally, by randomly assigning some middle schools to implement them as soon as possible and other schools to do so a year later. That way we could gain high-quality experimental evidence as to whether phone-free schools really confer the benefits that I have described.

"It helped me a lot," one student at San Mateo High School in California told NBC News after her school started using lockable pouches. "Before, I would usually just like curl over in the side of my desk, and, like, check my phone and text everyone. But now there's no

other thing for us to look at or do except for talk to our teacher or pay attention."

All children deserve schools that will help them learn, cultivate deep friendships, and develop into mentally healthy young adults. All children deserve phone-free schools.

This essay is adapted from Jonathan Haidt's Substack, After Babel.

Jonathan Haidt is a social psychologist at the NYU Stern School of Business and the co-author of *The Coddling of the American Mind*. His next book, *The Anxious Generation: How the Great Rewiring of Childhood Is Causing an Epidemic of Mental Illness*, is due out in 2024.

Article at:
https://www.theatlantic.com/ideas/archive/2023/06/ban-smartphones-phone-free-schools-social-media/674304/

The Washington Post
Democracy Dies in Darkness

Schools sue social media companies over youth mental health crisis



By Donna St. George

Updated March 19, 2023 at 3:17 p.m. EDT | Published March 19, 2023 at 6:00 a.m. EDT

School districts across the country are increasingly taking on social media, filing lawsuits that argue that Instagram, Snapchat, TikTok and YouTube have helped create the nation's surging youth mental health crisis and should be held accountable.

The legal action started in January, with a suit by Seattle Public Schools, and picked up momentum in recent weeks as school districts in California, Pennsylvania, New Jersey and Florida have followed. Lawyers involved say many more are planned.

San Mateo County, home to 23 school districts and part of Silicon Valley in Northern California, filed a 107-page complaint in federal court last week, alleging that social media companies used advanced artificial intelligence and machine learning technology to create addictive platforms that cause young people harm.

"The results have been disastrous," the filing asserts, saying more children than ever struggle with their mental health amid excessive use of the platforms. "There is simply no historic analog to the crisis the nation's youth are now facing," it said.

The suit points to recent data from the Centers for Disease Control and Prevention showing climbing rates of depressive symptoms and suicidal thoughts among the nation's high school students. The increasing popularity of social media, it contends, "tracks precisely" with a youth mental health decline. It quotes President Biden's remarks in his State of the Union address that tactics used by social media companies are an "experiment they are running on our children for profit."

San Mateo County Superintendent of Schools Nancy Magee said in an interview that rampant social media use has left a mark on schools, to the point where administrators have observed a spike in mental health emergencies during the school day. There have been “very serious” cyberbullying incidents related to social media — with content “nearly impossible” to get the companies to take down — and school threats that have kept students at home, she said.

Magee also pointed to other harms — for example, vandalism in high school bathrooms during what was called the “Devious Lick Challenge.” Students across the country stole soap dispensers, flooded toilets, shattered mirrors — then showed off their stunts on TikTok.

“The social media companies create the platforms and the tools, but the impacts are felt by schools, and I would really like to see an understanding of that,” Magee said. “And then that the education community receives the resources in both people and tools to help support students adequately.”

Social media companies did not directly comment on the litigation but in written statements said they prioritize teen safety and described measures to protect young users.

TikTok cited age-restricted features, with limits on direct messaging and live streams, as well as private accounts by default for younger teens. It also pointed to limits on nighttime notifications; parental controls, called Family Pairing, that allow parents to control content, privacy and screen time; and expert resources, including suicide prevention and eating disorder helplines, directly reachable from the app.

YouTube, which is owned by Google, has Family Link, which allows parents to set reminders, limit screen time and block certain types of content on supervised devices, said spokesperson José Castañeda. Protections for users under 18 include defaulting uploads to private and well-being reminders for breaks and bedtime.

Meta, which owns Instagram, said more than 30 tools support teens and families, including age-verification technology, notifications to take regular breaks and features that allow parents to limit time on Instagram. “We don’t allow content that promotes suicide, self-harm or eating disorders, and of the content we remove or take action on, we identify over 99 percent of it before it’s reported to us,” said Antigone Davis, global head of safety at Meta.

Snapchat said its platform “curates content from known creators and publishers and uses human moderation to review user generated content before it can reach a large audience.” Doing so “greatly reduces the spread and discovery of harmful content,” spokesperson Pete Boogaard said, adding that Snapchat works with mental health organizations to provide in-app tools and resources for users.

The first of the lawsuits, filed Jan. 6 by Seattle Public Schools, said research shows that the social media companies “exploit the same neural circuitry as gambling and recreational drugs to keep consumers using their products as much as possible” and that social media is so popular it is used by 90 percent of those ages 13 to 17. One study showed users check Snapchat 30 times a day, it said. Nearly 20 percent of teens use YouTube “almost constantly,” it said.

Seattle has seen a surge in the share of youths "who say they cannot stop or control their anxiety, who feel so sad and hopeless they stop doing the activities they used to love, who are considering suicide," or made plans to take their lives or attempted suicide, the suit said.

Outside Philadelphia, officials in Bucks County filed suit Tuesday against the social media companies, laying out a similar case. It's not because they are against social media, said Commission Chair Bob Harvie — who points out the county itself has used TikTok — but rather that the algorithms that get teens to "keep looking, keep focusing, keep scrolling" take a toll on kids' mental health.

"The way we look at it, it's not unlike the way cigarette companies used to manipulate nicotine levels to make sure that people kept smoking," Harvie said. "Our number one priority is just to get the behavior of these companies to change."

School districts are generally seeking that the conduct of social media companies be declared a public nuisance, that their practices change and that damages be paid to fund prevention, education and treatment for excessive and problematic use of social media.

The 109-page lawsuit on behalf of Bucks County highlights worsening mental health data, saying the problems have "advanced in lockstep with the growth of social media platforms deliberately designed to attract and addict youth to the platforms by amplifying harmful material, dosing users with dopamine hits, and thereby driving youth engagement and advertising revenue."

Later, it says social apps "hijack a tween and teen compulsion — to connect — that can be even more powerful than hunger or greed."

In northern New Jersey, the School District of the Chathams has invested increasing resources over the years to help students struggling with anxiety, depression and suicidal thoughts, said attorney Michael Innes, whose firm is representing the district in its litigation filed in mid-February. The firm filed a similar action for another New Jersey school district, Irvington Public Schools, in early March.

"We've spoken to school districts that have made a decision between spending on mental health and spending on classroom education," Innes said.

Carrie James, a researcher on digital life at the Harvard Graduate School of Education, said the lawsuits speak to "the gravity of the issue" that schools are seeing and their sense that social media is implicated. Still, she said in an email, it's unclear whether the legal action will produce monetary damages for schools.

There is tremendous debate — and mixed evidence — about the role of social media in adolescent mental health and well-being, James said. Her work with researcher Emily Weinstein showed teen experiences vary, she said: For some, social media is a net positive, even a lifeline, while for others it displaces sleep and physical activity or intensifies loneliness and poor body image.

Different interventions are needed to address the complexity, she said, but social media companies need to take responsibility for how their products contribute. The question, she said, is, “Will school-based lawsuits help apply sufficient pressure?”

AGENDA ITEM NO. 15.8

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
School Board Member Area Map (No Financial Impact)

Executive Summary
For the purpose of discussion and possible Board action, two School Board Member Area Maps are presented for consideration and are attached to this Agenda Item.

School Board Member Area Map 1: This map shows the School Board Member Boundaries as they exist today.

School Board Member Area Map 2: This map shows the present boundary areas for the five Manatee County Government Districts. Approval of this map would modify the School Board Member Area Boundaries to match those of Manatee County Government while maintaining the present District Number for each School Board Member.

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

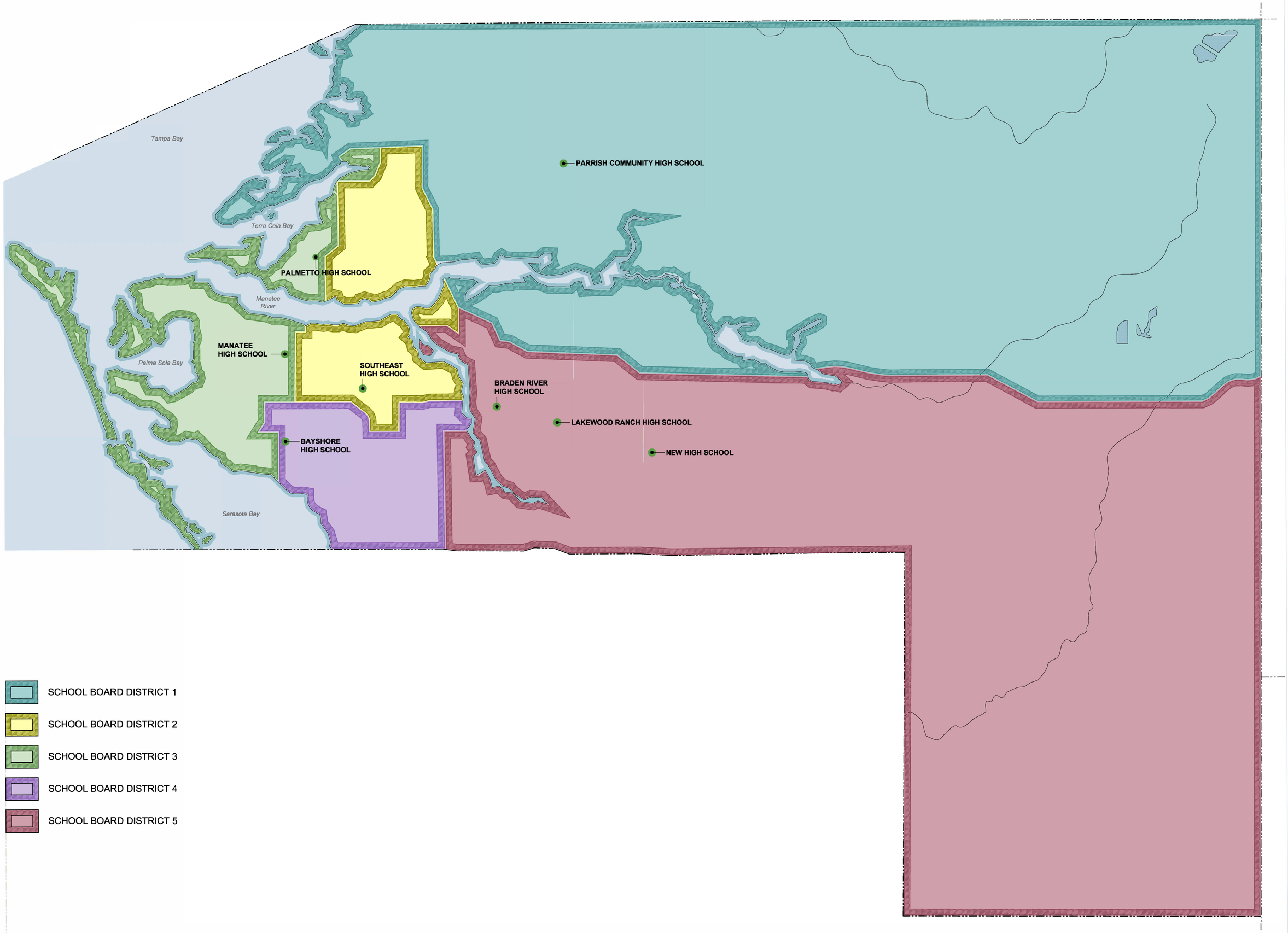
Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
.

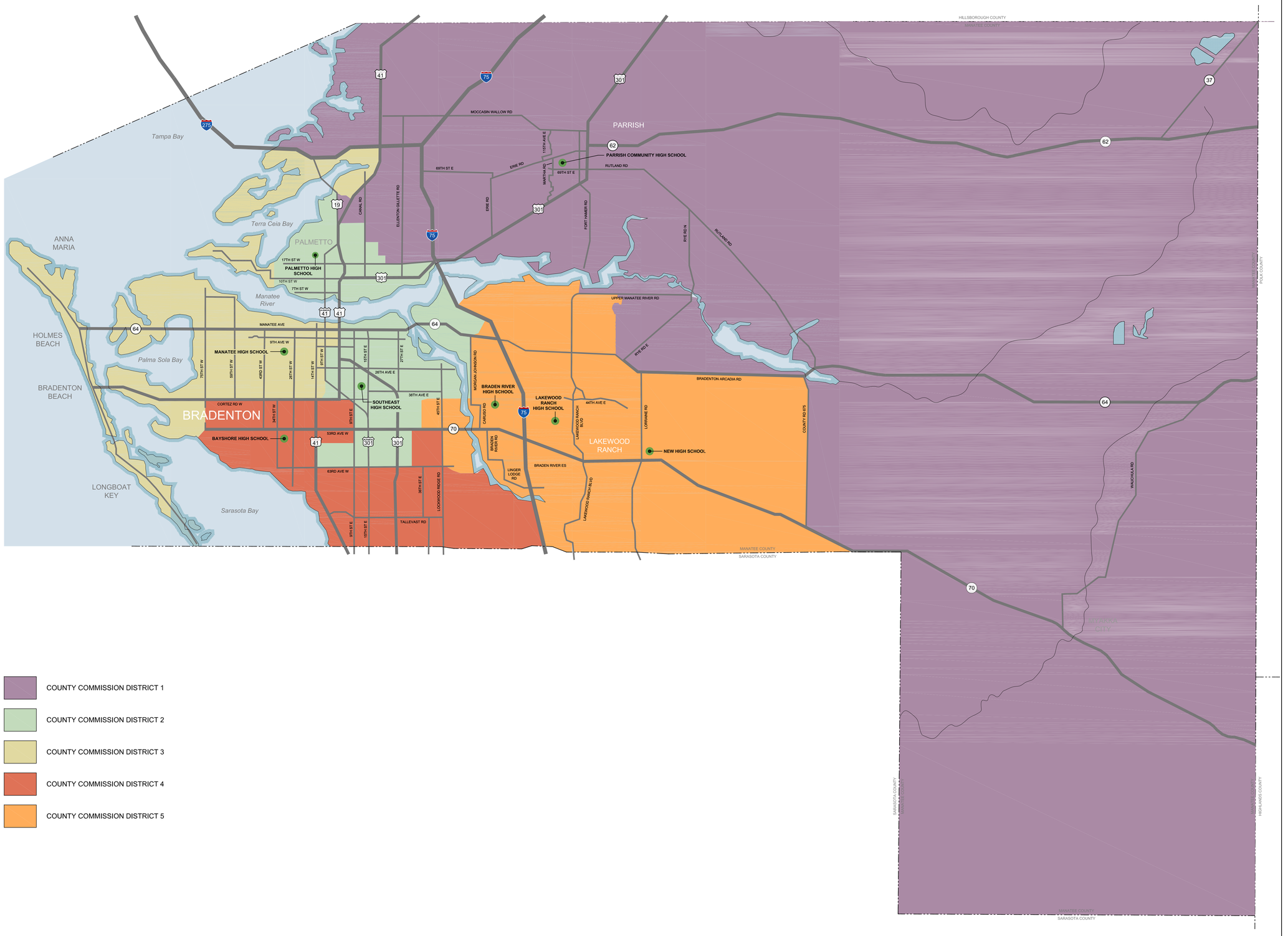
Financial Impact
No Financial Impact

Contact
Submitting Department: Construction Services
Initiated By: Joseph Ranaldi

Attachments:
School Board Member Area Map 1
School Board Member Area Map 2


Tampa Bay
Terra Ceia Bay
Manatee River
Palma Sola Bay
Sarasota Bay
PARRISH COMMUNITY HIGH SCHOOL
PALMETTO HIGH SCHOOL
MANATEE HIGH SCHOOL
SOUTHEAST HIGH SCHOOL
BRADEN RIVER HIGH SCHOOL
LAKEWOOD RANCH HIGH SCHOOL
NEW HIGH SCHOOL
BAYSHORE HIGH SCHOOL
SCHOOL BOARD DISTRICT 1
SCHOOL BOARD DISTRICT 2
SCHOOL BOARD DISTRICT 3
SCHOOL BOARD DISTRICT 4
SCHOOL BOARD DISTRICT 5

1997



COUNTY COMMISSION DISTRICT 1

COUNTY COMMISSION DISTRICT 2

COUNTY COMMISSION DISTRICT 3

COUNTY COMMISSION DISTRICT 4

COUNTY COMMISSION DISTRICT 5

SCHOOL DISTRICT OF MANATEE COUNTY HIGH SCHOOL FACILITIES | COUNTY COMMISSION DISTRICTS

AGENDA ITEM NO. 15.9

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Board Service of Process Policy

Executive Summary
Chair Choate requested a Board discussion and an interest for potential approval to advertise an amendment to the Board Service of Process Policy.

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

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

Recommendation
.

Financial Impact
There is no financial impact

Contact
Initiating Department: School Board

Attachments:
Board_Policy_PO8325
Section_1001.40__Florida_Statutes
Board Policy 1030 - Superintendent of Schools.pdf

Book	Policy Manual
Section	8000 Operations
Title	RECEIPT OF LEGAL DOCUMENTS BY DISTRICT EMPLOYEES
Code	po8325
Status	Active
Adopted	June 27, 2017

8325 - **RECEIPT OF LEGAL DOCUMENTS BY DISTRICT EMPLOYEES**

Service of Process on the School Board

Pursuant to Florida law, in all suits against the Board, service of process shall be had on the Chair of the Board or, if s/he cannot be found, on the Superintendent as executive officer of the Board or, in the absence of the Chair and the Superintendent, on another member of the Board.

Service of Legal Documents on Board Employees

District employees may be served with legal documents arising out of the performance of their employment responsibilities directing them to appear with or without documents and testify at a deposition or hearing, or requesting them to produce student or employee records.

An employee served with legal documents in his/her official capacity as a Board employee shall immediately provide copies of those documents to his/her principal or site administrator. The principal or site administrator shall immediately furnish copies of the documents to the general counsel and and shall follow his/her guidance as to how to proceed.

Confidential personnel or student records are exempt from disclosure except pursuant to, among other grounds, a lawfully issued subpoena or court order (see Policy 8310). Discovery seeking the disclosure of personal observation and opinion pertaining to student behavior, academic performance or similar topics may call for the disclosure of personally identifiable student information, which is likewise confidential and exempt from disclosure.

The principal or a site administrator shall ensure that only the records specifically identified in the subpoena or order are released. In cases where, in responding to a subpoena or order, information is developed or summarized from any of the contents of a student's educational record, a copy of that information and a statement of the purpose for which it was prepared shall be filed in the cumulative folder.

The principal or site administrator may accompany the employee to the desposition or hearing if it is determined that his/her presence is in the best interest of the Board.

Actions/Litigation Against the School Board

In actions/litigation against the Board, it is not unusual for District employees to be served with subpoenas and/or called as witnesses in their official capacities. District legal counsel and the Superintendent will assist District employees in these matters as per matters rising during the course and scope of employment and in the furtherance of business on behalf of the District.

Independent Legal Counsel

This policy is not intended to prohibit District employees from seeking their own independent legal counsel regarding their contemplated actions.

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Legal F.S. 1001.40

Select Year: 2023 Go

The 2023 Florida Statutes

Title XLVIII | Chapter 1001 | View Entire Chapter

EARLY LEARNING-20 EDUCATION CODE | EARLY LEARNING-20 GOVERNANCE

1001.40 District school board to constitute a corporation.—The governing body of each school district shall be a district school board. Each district school board is constituted a body corporate by the name of "The School Board of County, Florida." In all suits against district school boards, service of process shall be had on the chair of the district school board or, if he or she cannot be found, on the district school superintendent as executive officer of the district school board or, in the absence of the chair and the district school superintendent, on another member of the district school board.

History.—s. 53, ch. 2002-387.

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Book	Policy Manual
Section	1000 Administration
Title	SUPERINTENDENT OF SCHOOLS
Code	po1030
Status	Active
Adopted	June 27, 2017
Last Revised	July 27, 2021

1030 - **SUPERINTENDENT OF SCHOOLS**

The Superintendent, as secretary and executive officer of the School Board, shall have the responsibility for the administration and management of the District's schools and for the supervision of instruction in the District.

The Superintendent shall enforce the rules of the State Board of Education, rules of the Florida Department of Education, and the policies of this Board. At all times, the Superintendent shall be responsible for complying with the Standards of Ethical Conduct outlined in Policy 1210 and elsewhere in Florida law.

The Superintendent shall provide educational direction for the instructional staff and supervision for the support staff.

The Florida statutes vest in the Superintendent the following powers:

A. exercise general oversight over the District in order to determine problems and needs, and recommend improvements.

B. advise and counsel with the Board on all educational matters and make recommendations to the Board for action regarding such matters as should be acted upon.

C. recommend to the Board such policies as the Superintendent may consider necessary for the District's more efficient operation.

D. prepare and submit to the Board for adoption such policies to supplement those rules adopted by the State Board of Education that, in the Superintendent's judgment, will contribute to the efficient operation of the District, and, upon adoption by the Board, require compliance with these policies.

E. from time-to-time prepare, organize, and submit to the Board for adoption such minimum standards relating to the operation of any phase of the District program as are needed, in the Superintendent's judgment, to supplement standards of the State Board of Education and as will contribute to the efficient operation of the District's program, and, upon adoption by the Board, require that said standards are observed.

F. perform such duties and exercise such responsibilities as are assigned to the Superintendent by law and by rules of the State Board of Education.

The Superintendent shall perform the duties and responsibilities set forth in the Florida statutes, including, but not limited to, the following:

A. require the participation of all instructional staff members and school administrators in training on the District's standards of ethical conduct and the related policies and procedures upon employment and annually thereafter;

B. make recommendations, nominations, proposals, and reports required by law to be acted upon by the Board;

C. keep the Board informed of school operation by preparing Board agendas, providing oral and written communication, scheduling management meetings, and requesting special Board meetings that become necessary to keep the Board properly informed;

D. require that all aspects of District operation comply with State laws and regulations as well as Board contracts and policies;

E. require that all laws, rules of the State Board of Education, and the policies of the Board are properly observed;

F. prepare and submit the annual budget to the Board for adoption and to direct all expenditures within the appropriations adopted by the Board;

G. direct the work of all personnel in accordance with the Florida statutes, Federal law, and the policies of the Board;

H. recommend measures to the Board so that adequate educational facilities are available throughout the District;

I. prepare reports to the Board on the conditions and needs of the schools and to acquaint the public with the said activities and needs;

J. assign staff to their respective teaching duties;

K. work cooperatively with parents and community groups concerned with programs in the schools;

L. participate in such conferences and courses of continuing professional education so that s/he may function more efficiently and effectively;

M. authorize administrators to enter into agreements with consultants;

N. delegate authority to staff in any matters, when it becomes expedient to do so, and assume full responsibility for the execution and satisfactory completion of the delegated activities;

O. recommend to the Board an annual plan for instructional programs.

The Superintendent may authorize changes or exceptions as necessary for implementing the instructional program.

The Superintendent shall further comply with the following:

A. Pursuant to F.S. 1001.42(7), the Superintendent may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student which the Superintendent knows to be false or incorrect, or knowingly fail to adopt policies that require instructional personnel and school administrators to report alleged misconduct by other instructional personnel and school administrators, or that require the investigation of all reports of alleged misconduct by instructional personnel and school administrators, if the misconduct affects the health, safety, or welfare of a student. Violation of these provisions will result in the forfeit of the Superintendent's salary for one (1) year.

B. Pursuant to Policy 8141 and Florida law, the Superintendent shall investigate any allegation of misconduct by District employees which affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, or lewd conduct with a student, and shall report the alleged misconduct to the Department of Education as required in F.S. 1012.796, 1001.51(12)(b), 1001.42(7)(b). The Superintendent shall report to law enforcement agencies with jurisdiction any misconduct that would result in disqualification from educator certification or employment as set forth in F.S. 1012.315.

C. Pursuant to Florida law, the Superintendent shall complete four (4) hours of ethics training each calendar year that addresses, at a minimum, the constitutional "Sunshine Law" provisions (Article II, Section 8), the statutory Code of Ethics for Public Officers and Employees (F.S. Chapter 112, Part III), and the public records and public meetings laws. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation if the required subjects are covered.

Revised 7/27/21

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Legal F.S. 1001.49

F.S. 1001.51

AGENDA ITEM NO. 17.1

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing
Action Item

Title
Year-to-Date Financial Statements Through October 31, 2023

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

General Fund - Expenditures exceeded revenues and transfers by approximately $88.6 million through the month of October 2023. Revenues have decreased 2% and expenditures increased 10.8% over October 2022.

The beginning unassigned fund balance as of July 1, 2023, was $43 million. The District's unassigned fund balance is projected to be a positive $51 million by June 30, 2024.

Capital Project Funds - Expenditures exceeded revenues by $44.6 million through the month of October 2023. The expenses are in line with the amounts budgeted for ongoing Capital Projects. The majority of the capital millage revenue will be received in December 2023 and January 2024.

Food Service Funds - Expenditures exceeded revenues by $1.3 million through the month of October 2023. The increase in expenditures is due to the cost increase of materials and supplies for the beginning of the year.

Internal Service Funds - Expenditures exceeded revenues by $8.3 million through the month of October 2023.

Health Insurance Fund - Expenditures exceeded revenues by approximately $8.5 million for the month of October, resulting in an ending net position of $4.3 million at the end of October 2023.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $196,432 for the month of October, resulting in an ending net position of $1.8 million at the end of October 2023. Expenditures are in line with prior year claims and amounts budgeted through October 2023.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS Oct 2023.pdf
Bank Rec Certification - October 2023.pdf

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING OCTOBER 31, 2023

(UNAUDITED)

2006

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

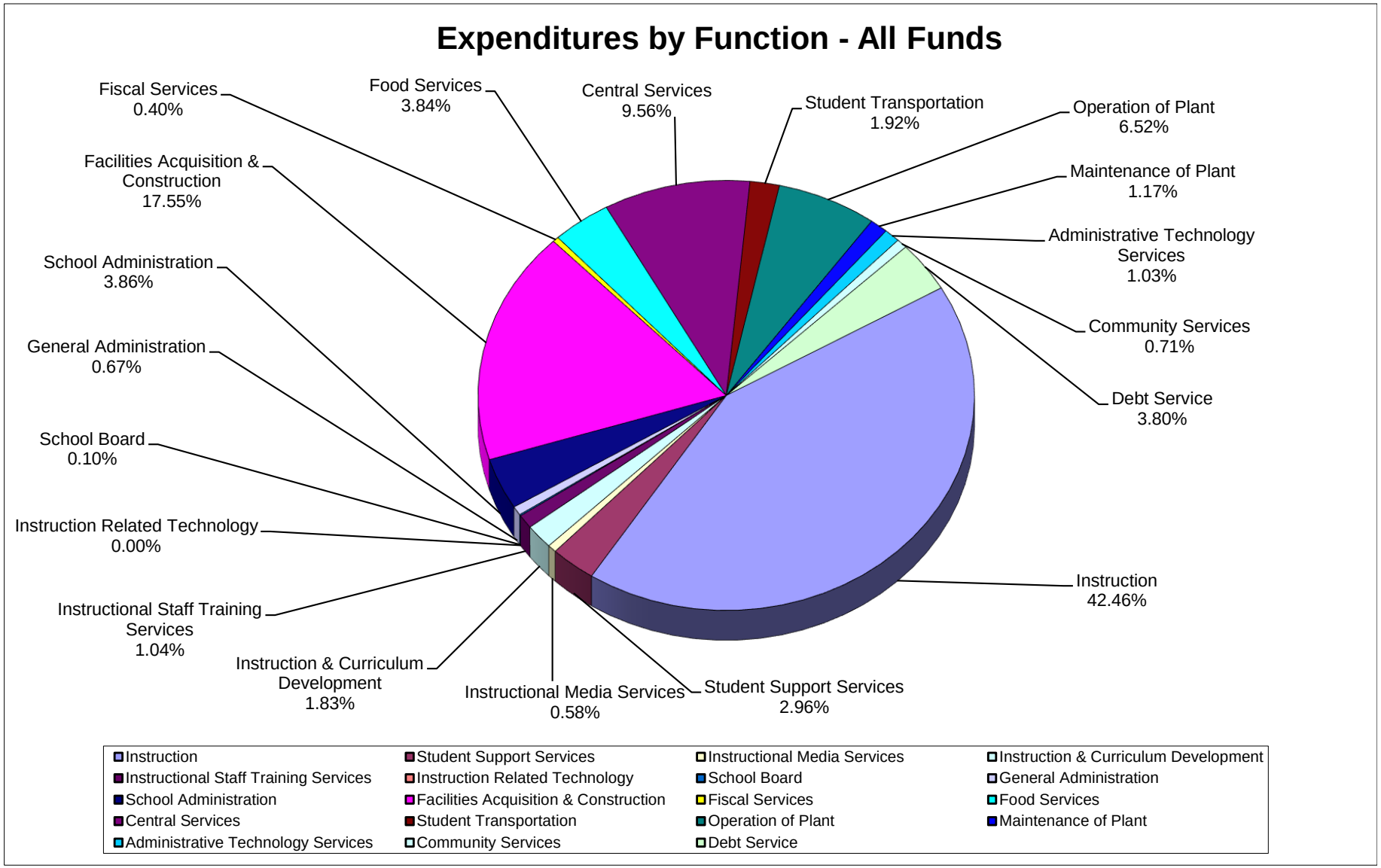
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total October 2023	Total October 2022
Assets									
Current Assets									
Cash	79,016,059.15	13,771,466.61	289,862,613.54	10,870,724.81	-	23,223,978.12	1,282,670.55	418,027,512.78	192,373,537.00
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	2,141,337.17	-	300,000.00	-	397.97	22,072.92	59,150.31	2,522,958.37	1,647,176.00
Due From/(To)	10,379,595.08	(318,678.95)	-	-	(10,060,916.13)	-		-	-
Inventory	563,386.36	-	-	578,639.09		-	-	1,142,025.45	1,090,004.00
Investments		39,723.04	-	-	-	-	-	39,723.04	44,567.00
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	1,415,842.36	-	7,717,542.68	2,921,664.40	10,762,259.72	-	51,167.23	22,868,476.39	10,313,587.00
Total Assets	**93,516,220.12**	**13,492,510.70**	**297,880,156.22**	**14,371,028.30**	**701,741.56**	**23,246,051.04**	**1,392,988.09**	**444,600,696.03**	**205,468,871.00**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	22,581,109.41	-	-	-	-	-	-	22,581,109.41	18,375,395.00
Payroll Deductions & WH	12,908,565.08	-	-	-	-	-	-	12,908,565.08	10,211,385.00
Accounts Payable	2,665,661.93	4,162.18	784,185.12	1,084,064.76	701,741.56	1,073,802.75	389.40	6,314,007.70	3,622,892.00
Construction Payable	-	-	3,757,319.83	-	-	-	-	3,757,319.83	1,728,294.00
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				-
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	3,978.52	-	-	-	-	-	-	3,978.52	898.00
Estimated Unpaid Claims	-	-	-	-	-	16,085,781.00	-	16,085,781.00	13,035,286.00
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	58,000,000.00	-	-	-	-	-	-	58,000,000.00	-
Unearned Revenue	(6,945.05)	-	-	5,064.05	-	-	-	(1,881.00)	-
Deferred Revenue	-	-	7,270,785.02	-	-	-	-	7,270,785.02	52,118,392.00
Total Liabilities	96,152,369.89	4,162.18	11,812,289.97	1,089,128.81	701,741.56	17,159,583.75	389.40	126,919,665.56	99,092,542.00
Fund Balances									
Revenues Over (Under) Expenditures	(88,598,123.31)	657,280.44	(44,562,926.56)	(1,325,224.63)	0.00	(8,348,917.66)	270,938.39	(141,906,973.33)	(105,574,281.00)
Nonspendable									
Inventories	643,366.74	-	-	578,639.09	-	-	-	1,222,005.83	1,126,402.00
Restricted									
State Required Carryover	3,482,192.69	-	-	-	-	-	-	3,482,192.69	836,354.00
Food Services	-	-	-	14,028,485.03	-	-	-	14,028,485.03	12,336,359.00
Debt Service	-	12,831,068.08	-	-	-	-	-	12,831,068.08	11,889,269.00
Capital Projects	-	-	330,630,792.81	-	-	-	-	330,630,792.81	125,245,984.00
Other Purposes	10,704,566.12	-	-	-	-	14,435,384.95	1,121,660.30	26,261,611.37	17,760,916.00
Assigned									
Encumbrances	1,821,548.60	-	-	-	-	-	-	1,821,548.60	1,192,246.00
School and Local Programs	7,707,250.16	-	-	-	-	-	-	7,707,250.16	5,298,852.00
Unassigned	61,603,049.23	-	-	-	-	-	-	61,603,049.23	36,264,228.00
Total Fund Balances	(2,636,149.77)	13,488,348.52	286,067,866.25	13,281,899.49	0.00	6,086,467.29	1,392,598.69	317,681,030.47	106,376,329.00
Total Liabilities & Fund Balances	**93,516,220.12**	**13,492,510.70**	**297,880,156.22**	**14,371,028.30**	**701,741.56**	**23,246,051.04**	**1,392,988.09**	**444,600,696.03**	**205,468,871.00**

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

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended October 31, 2023

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total October 2023	Total October 2022
REVENUES									
Federal Direct	152,396.02	474,310.14	-	-	929,834.80	-	112,464.28	1,669,005.24	1,772,008.00
Federal Through State	737,573.54	-	-	7,636,726.96	27,243,955.41	-	-	35,618,255.91	35,226,098.00
State	56,562,487.80	-	2,540,818.29	-	-	-	-	59,103,306.09	66,733,593.00
Local	12,861,941.44	134,828.87	25,147,435.36	2,076,048.52	-	14,459,817.54	493,853.83	55,173,925.56	42,667,270.00
Total Revenues	70,314,398.80	609,139.01	27,688,253.65	9,712,775.48	28,173,790.21	14,459,817.54	606,318.11	151,564,492.80	146,398,969.00
EXPENDITURES									
Instruction	108,714,562.81	-	-	-	16,368,609.52	-	331,558.29	125,414,730.62	113,595,484.00
Student Support Services	6,331,199.11	-	-	-	2,413,239.24	-	3,253.24	8,747,691.59	8,056,343.00
Instructional Media Services	1,664,173.37	-	-	-	52,000.21	-	568.19	1,716,741.77	1,558,162.00
Instruction & Curriculum Development	2,692,844.97	-	-	-	2,718,629.68	-	-	5,411,474.65	4,964,120.00
Instructional Staff Training Services	448,194.37	-	-	-	2,619,756.81	-	-	3,067,951.18	2,242,599.00
Instruction Related Technology	-	-	-	-	4,119.33	-	-	4,119.33	24,844.00
School Board	284,583.21	-	-	-	999.99	-	-	285,583.20	310,882.00
General Administration	932,785.91	-	-	-	1,051,138.91	-	-	1,983,924.82	1,776,970.00
School Administration	11,059,543.22	-	-	-	343,717.10	-	-	11,403,260.32	10,871,222.00
Facilities Acquisition & Construction	2,072,965.37	-	49,749,095.36	-	14,000.07	-	-	51,836,060.80	28,539,923.00
Fiscal Services	1,075,585.99	-	-	-	101,685.74	-	-	1,177,271.73	943,043.00
Food Services	-	-	-	11,038,000.11	303,146.80	-	-	11,341,146.91	9,966,896.00
Central Services	5,253,306.34	-	-	-	174,389.60	22,808,735.20	-	28,236,431.14	27,868,295.00
Student Transportation	5,403,781.62	-	-	-	263,889.00	-	-	5,667,670.62	5,632,161.00
Operation of Plant	18,882,125.33	-	-	-	375,837.26	-	-	19,257,962.59	16,190,962.00
Maintenance of Plant	3,341,915.65	-	-	-	104,838.74	-	-	3,446,754.39	3,413,713.00
Administrative Technology Services	2,917,895.93	-	-	-	135,212.21	-	-	3,053,108.14	2,989,716.00
Community Services	2,078,430.69	-	-	-	4,810.00	-	-	2,083,240.69	2,359,730.00
Debt Service	36,000.00	10,741,267.18	437,258.46	-	-	-	-	11,214,525.64	10,840,047.00
Total Expenditures	173,189,893.89	10,741,267.18	50,186,353.82	11,038,000.11	27,050,020.21	22,808,735.20	335,379.72	295,349,650.13	252,145,112.00
Excess (Deficiency) of Revenue Over (Under) Expenditures	(102,875,495.09)	(10,132,128.17)	(22,498,100.17)	(1,325,224.63)	1,123,770.00	(8,348,917.66)	270,938.39	(143,785,157.33)	(105,746,143.00)
Other Financing Sources (Uses)									
Other Financing Sources	-	-	1,878,184.00	-	-	-	-	1,878,184.00	171,862.00
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	14,277,371.78	10,789,408.61	-	-	-	-	-	25,066,780.39	21,852,065.00
Transfers Out	-	-	(23,943,010.39)	-	(1,123,770.00)	-	-	(25,066,780.39)	(21,852,065.00)
Total Other Financing Sources (Uses)	14,277,371.78	10,789,408.61	(22,064,826.39)	-	(1,123,770.00)	-	-	1,878,184.00	171,862.00
Net Change in Fund Balance	(88,598,123.31)	657,280.44	(44,562,926.56)	(1,325,224.63)	0.00	(8,348,917.66)	270,938.39	(141,906,973.33)	(105,574,281.00)
Fund Balances, Beginning	85,961,973.54	12,831,068.08	330,630,792.81	14,607,124.12	-	14,435,384.95	1,121,660.30	459,588,003.80	211,950,610.00
Fund Balances, Ending	(2,636,149.77)	13,488,348.52	286,067,866.25	13,281,899.49	0.00	6,086,467.29	1,392,598.69	317,681,030.47	106,376,329.00

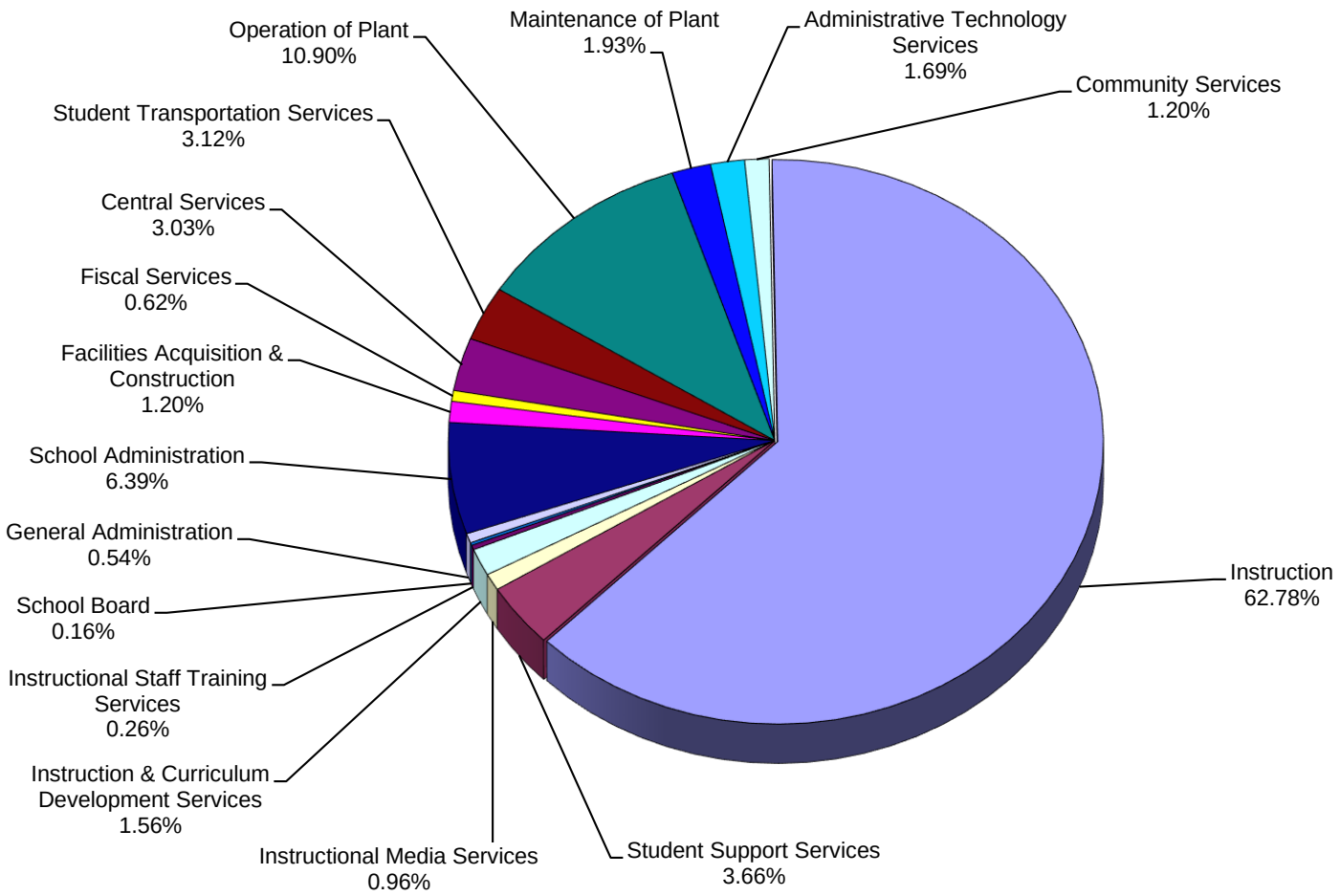
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.


Expenditures by Function - All Funds
Fiscal Services 0.40%
Food Services 3.84%
Central Services 9.56%
Student Transportation 1.92%
Operation of Plant 6.52%
Facilities Acquisition & Construction 17.55%
Maintenance of Plant 1.17%
School Administration 3.86%
Administrative Technology Services 1.03%
General Administration 0.67%
Community Services 0.71%
School Board 0.10%
Debt Service 3.80%
Instruction Related Technology 0.00%
Instruction 42.46%
Instructional Staff Training Services 1.04%
Instruction & Curriculum Development 1.83%
Instructional Media Services 0.58%
Student Support Services 2.96%
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 October 31, 2023

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	152,396.02	(521,403.98)	23%	$ 160,170
Miscellaneous Federal Direct	2,000	4,115	-	(4,115.00)	0%	-
Total Federal Direct	675,800	677,915	152,396.02	(525,518.98)	22%	160,170
Federal Through State:						
Vocational Education Act	-	22,303	-	(22,303.00)	0%	5,500
Medicaid	1,180,000	1,180,000	71,302.34	(1,108,697.66)	6%	95,459
Individuals with Disabilities	111,000	279,078	100,270.94	(178,806.89)	36%	32,291
Educational Stabilization K-12	-	-	-	-		247,500
Educational Stabilization Workforce	-	-	-	-		-
Educational Stabilization VPK	-	-	-	-		-
Miscellaneous Federal Through State	-	926,469	566,000.26	(360,469.00)	61%	6,756
Total Federal Through State	1,291,000	2,407,850	737,573.54	(1,670,276.55)	31%	387,506
State:						
Florida Education Finance Program (FEFP)	100,158,206	100,158,206	35,825,630.00	(64,332,576.00)	36%	38,706,377
Workforce Development	10,341,269	10,144,293	3,381,432.00	(6,762,861.00)	33%	3,229,136
Workforce Education Performance Incentive	225,000	225,000	-	(225,000.00)	0%	-
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000.00)	0%	-
State License Tax	340,481	340,481	68,035.75	(272,445.25)	20%	17,839
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	49,033,659	49,033,659	16,344,552.00	(32,689,107.00)	33%	16,994,068
Florida School Recognition Funds	-	-	-	-		2,619,231
Voluntary Prekindergarten Program	1,850,000	1,850,000	553,959.19	(1,296,040.81)	30%	541,027
Other Miscellaneous State Revenue	508,980	844,357	388,878.86	(455,478.15)	46%	170,849
Total State	162,485,595	162,623,996	56,562,487.80	(106,061,508.21)	35%	62,278,527
Local:						
District School Taxes	340,961,503	340,961,503	130,804.32	(340,830,699.10)	0%	165,050
Lease Revenue	126,000	126,000	72,567.68	(53,432.32)	58%	47,566
Interest on Investments	6,000,000	8,696,747	4,074,360.93	(4,622,386.41)	47%	1,221,385
Student and Adult a la Carte	-	-	-	-		-
Catering/Specials	-	-	-	-		-
Net Increase (Decrease) in Fair Value	-	-	(243.88)	(243.88)		(457)
Gifts, Grants and Bequests	150	4,604	4,603.98	-	100%	1,500
Vending Sales	-	-	63.03	63.03		-
Student Fees:						
Adult Gen Ed Course Fees	82,092	82,092	71,370.00	(10,722.05)	87%	46,065
Post Secondary Vocational Ed Course Fees	1,882,674	1,882,674	1,402,805.31	(479,868.69)	75%	1,203,161
Continuing Workforce Education Course Fees	130,887	130,887	28,000.08	(102,887.21)	21%	26,284
Capital Improvement Fees	113,170	172,773	134,707.27	(38,065.71)	78%	95,853
Post Secondary Lab Fees	956,000	956,000	980,882.00	24,882.00	103%	674,436
Lifelong Learning Fees	6,000	6,000	810.00	(5,190.00)	14%	1,410
GED Testing Fees	12,000	12,000	3,583.75	(8,416.25)	30%	3,786
Other Student Fees	566,427	599,337	492,340.36	(106,997.02)	82%	399,735
Other Fees:						
Preschool Program Fees	700,000	700,000	262,196.42	(437,803.58)	37%	199,835
School Age Child Care Fees	6,350,000	6,350,000	2,116,259.33	(4,233,740.67)	33%	2,051,833
Other Schools, Courses and Classes Fees	19	19	8,103.38	8,084.21	42271%	4,328
Miscellaneous Local:						
Bus Fees	95,000	95,000	6,650.03	(88,349.97)	7%	68,406
Transportation Services Rendered for School Activ	80,000	80,000	11,746.22	(68,253.78)	15%	53,244
Sale of Junk	65,000	65,000	55,917.37	(9,082.63)	86%	29,150
Receipt of Federal Indirect Cost Rate	2,500,000	2,500,000	1,041,372.80	(1,458,627.20)	42%	1,019,341
Other Miscellaneous Local Sources	2,066,525	2,558,420	1,331,081.06	(1,227,339.23)	52%	1,246,825
Refund of Prior Year's Expenditures	-	-	1,478.32	1,478.32		(224,906)
Collections for Lost, Damaged and Sold Textbooks	-	35	34.90	-	100%	121
Receipt of Food Service Indirect Costs	1,670,000	1,670,000	630,446.78	(1,039,553.22)	38%	582,683
Total Local	364,363,448	367,649,093	12,861,941.44	(354,787,151.36)	3%	8,916,634
Total Revenues	528,815,843	533,358,854	70,314,398.80	(463,044,455.10)	13%	71,742,837
Expenditures (by Function)						
Current:						
Instruction	387,564,697	384,782,029	108,714,562.81	276,067,466.65	28%	97,868,557
Student Support Services	23,986,953	23,986,886	6,331,199.11	17,655,686.70	26%	4,623,607
Instructional Media Services	5,846,362	5,825,930	1,664,173.37	4,161,756.90	29%	1,556,531
Instruction & Curriculum Development Services	9,230,978	9,327,957	2,692,844.97	6,635,112.27	29%	2,580,406
Instructional Staff Training Services	1,379,015	1,506,549	448,194.37	1,058,354.93	30%	411,096
Instruction-Related Technology	585	585	-	585.37	0%	-
School Board	1,369,794	1,419,794	284,583.21	1,135,210.56	20%	310,882
General Administration	3,009,991	3,185,181	932,785.91	2,252,395.44	29%	758,033
School Administration	37,412,551	37,204,462	11,059,543.22	26,144,919.19	30%	10,859,969
Facilities Acquisition & Construction	6,801,515	7,624,876	2,072,965.37	5,551,910.85	27%	1,927,953
Fiscal Services	3,715,284	3,845,722	1,075,585.99	2,770,135.94	28%	910,479
Food Services	-	-	-	-		-
Central Services	15,822,725	16,168,847	5,253,306.34	10,915,540.66	32%	4,501,624
Student Transportation Services	21,316,080	20,662,952	5,403,781.62	15,259,170.75	26%	5,452,001
Operation of Plant	50,803,736	50,694,188	18,882,125.33	31,812,062.79	37%	16,015,426
Maintenance of Plant	11,510,549	11,841,306	3,341,915.65	8,499,390.06	28%	3,413,021
Administrative Technology Services	8,713,129	8,728,688	2,917,895.93	5,810,792.56	33%	2,775,842
Community Services	6,518,918	6,969,328	2,078,430.69	4,890,897.65	30%	2,359,730
Debt Service	1,025,000	1,778,918	36,000.00	1,742,917.78	2%	-
Total Expenditures	596,027,863	595,554,201	173,189,893.89	422,364,307.05	29%	156,325,157
Excess (Deficiency) of Revenues Over (Under) Expenditures	(67,212,020)	(62,195,347)	(102,875,495.09)	(40,680,148.05)		(84,582,320)
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	-	-	-		-
Transfers In:						
From Capital Project Funds	24,872,578	26,120,103	13,153,601.78	(12,966,501.23)	50%	8,207,821
From Special Revenue Funds	-	1,123,770	1,123,770.00	-	100%	-
Transfers Out:						
To Capital Project Funds	-	-	-	-		-
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	24,872,578	27,243,873	14,277,371.78	(12,966,501.23)	52%	8,207,821
Net Change in Fund Balance	(42,339,442)	(34,951,474)	(88,598,123.31)	(53,646,649.28)		(76,374,499)
Fund Balance, Beginning	85,961,974	85,961,974	85,961,973.54	-		50,388,336
Nonspendable	643,367	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	42,979,165	51,010,500		-		
Fund Balance, Ending	$ 43,622,532	$ 51,010,500	(2,636,149.77)	(53,646,649.28)		$ (25,986,163)

Expenditures by Function - General Fund



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

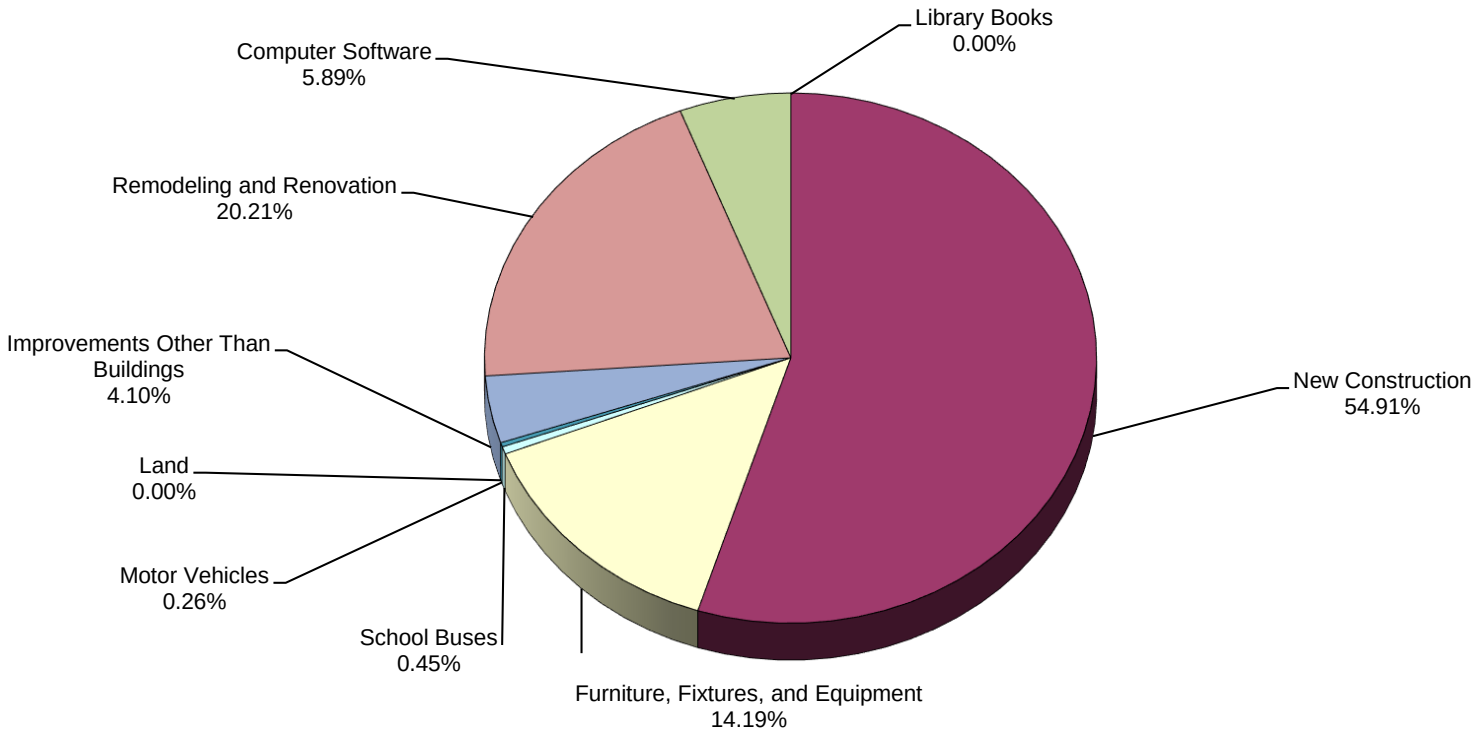
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended October 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	474,310.14	(531,649.86)	47%	$ 474,310
Total Federal Direct	1,005,960	1,005,960	474,310.14	(531,649.86)		474,310
State:						
CO&DS Withheld for Bonds	332,550	332,550	-	(332,550.00)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	332,550	332,550	-	(332,550.00)	0%	-
Local:						
Interest on Investments	275,000	289,602	261,245.85	(28,356.59)	90%	229,123
Net Increase (Decrease) in the Fair Value	-	105,228	(126,416.98)	(231,644.97)	-120%	(164,277)
Total Local	275,000	394,830	134,828.87	(260,001.56)	34%	64,846
Total Revenues	1,613,510	1,733,340	609,139.01	(1,124,201.42)	35%	539,156
EXPENDITURES						
Current:						
Redemption of Principal	18,635,284	18,635,284	7,785,000.00	10,850,283.61	42%	7,415,000
Interest	16,803,500	16,803,500	2,950,605.00	13,852,895.00	18%	3,135,980
Dues and Fees	45,274	45,274	5,662.18	39,612.14	13%	-
Other Debt Service	-	-	-	-		-
Total Debt Service	35,484,058	35,484,058	10,741,267.18	24,742,790.75	30%	10,550,980
Total Expenditures	35,484,058	35,484,058	10,741,267.18	24,742,790.75	30%	10,550,980
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,870,548)	(33,750,718)	(10,132,128.17)	23,618,589.33		(10,011,824)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	34,118,575	34,118,575	10,789,408.61	(23,329,166.39)	32%	10,644,244
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	34,118,575	34,118,575	10,789,408.61	(23,329,166.39)		10,644,244
Total Other Financing Sources (Uses)	34,118,575	34,118,575	10,789,408.61	(23,329,166.39)	32%	10,644,244
Net Change in Fund Balances	248,027	367,858	657,280.44	289,422.94		632,420
Fund Balances, Beginning	12,831,068	12,831,068	12,831,068.08	-		11,889,269
Fund Balances, Ending	$ 13,079,095	$ 13,198,926	13,488,348.52	289,422.94		$ 12,521,689

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended October 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
State:						
CO&DS Distributed	$ 1,567,895	$ 1,567,895	-	1,567,894.86	0%	$ -
Interest on CO&DS	28,991	28,991	-	28,991.10	0%	-
Public Education Capital Outlay PECO	4,770,785	4,770,785	-	4,770,785.02	0%	1,880,296
Charter School Cap Outlay PECO	4,492,248	5,330,180	1,492,807.00	3,837,373.00	28%	1,359,006
Other Miscellaneous State Revenue	3,555,937	3,548,011	1,048,011.29	2,500,000.00	30%	1,215,764
Total State Sources	14,415,856	15,245,862	2,540,818.29	12,705,043.98	17%	4,455,066
Local:						
District Capital Taxes	103,930,554	103,930,554	37,791.27	103,892,762.73	0%	45,273
Local Sales Tax	51,689,130	51,689,130	9,681,239.30	42,007,890.70	19%	9,237,373
Interest on Investments	7,515,668	7,515,668	4,298,233.20	3,217,434.57	57%	213,008
Other Miscellaneous Local Sources	909,875	929,266	653,277.52	275,988.18	70%	23,658
Impact Fees	33,150,906	33,150,906	10,476,894.07	22,674,011.88	32%	8,372,129
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	197,196,133	197,215,523	25,147,435.36	172,068,088.06	13%	17,891,441
Total Revenues	211,611,988	212,461,386	27,688,253.65	184,773,132.04	13%	22,346,507
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	312,376,755	313,787,625	27,231,573.89	286,556,051.53	9%	7,050,521
Furniture, Fixtures, and Equipment	18,501,483	20,572,472	7,036,167.78	13,536,304.60	34%	3,291,721
School Buses	2,192,965	2,192,965	223,198.00	1,969,767.22	10%	-
Motor Vehicles	563,446	563,446	129,845.00	433,600.72	23%	101,772
Land	1,500,000	1,500,000	-	1,500,000.00	0%	10,000
Improvements Other Than Buildings	11,422,016	11,485,119	2,032,712.85	9,452,406.58	18%	1,761,194
Remodeling and Renovation	79,577,874	79,480,302	10,020,470.52	69,459,831.24	13%	11,138,495
Computer Software	3,658,937	3,632,999	2,918,689.97	714,308.67	80%	2,412,018
Total Capital Outlay	429,793,476	433,214,929	49,592,658.01	383,622,270.56	11%	25,765,721
Other Expenses:						
Charter School Capital Outlay 1.5 M	2,078,883	2,078,883	-	2,078,882.95	0%	-
Charter School Capital Outlay Sales Tax	1,172,133	1,172,133	156,437.35	1,015,695.76	13%	846,249
Total Other Expenses	3,251,016	3,251,016	156,437.35	3,094,578.71		846,249
Debt Service:						
Redemption of Principal	2,283,455	2,283,455	435,676.44	1,847,778.65	19%	284,724
Interest	33,870	33,870	1,582.02	32,288.10	5%	4,343
Dues and Fees	-	-	-	-		-
Total Debt Service	2,317,325	2,317,325	437,258.46	1,880,066.75	19%	289,067
Total Expenditures	435,361,818	438,783,270	50,186,353.82	388,596,916.02	11%	26,901,037
Excess (Deficiency) of Revenues Over (Under) Expenditures	(223,749,829)	(226,321,884)	(22,498,100.17)	203,823,783.98		(4,554,530)
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	-	-	-	-		-
Premiums on Certificates of Participation Issued	-	-	-	-		
Proceeds of Lease-Purchase Agreements	-	1,878,184	1,878,184.00	-	100%	171,862
Transfers In:						
From General Fund	-	-	-	-		-
Transfers Out:						
To General Fund	(24,872,578)	(26,120,103)	(13,153,601.78)	(12,966,501.23)	50%	(8,207,821)
To Debt Service	(34,118,575)	(34,118,575)	(10,789,408.61)	(23,329,166.39)	32%	(10,644,244)
Total Transfers	(58,991,153)	(60,238,678)	(23,943,010.39)	(36,295,667.62)		(18,852,065)
Total Other Financing Sources (Uses)	(58,991,153)	(58,360,494)	(22,064,826.39)	36,295,667.62	38%	(18,680,203)
Net Change in Fund Balances	(282,740,982)	(284,682,378)	(44,562,926.56)	240,119,451.60		(23,234,733)
Fund Balances, Beginning	330,606,188	330,630,793	330,630,792.81	-		125,245,984
Fund Balances, Ending	$ 47,865,206	$ 45,948,415	286,067,866.25	240,119,451.60		$ 102,011,251

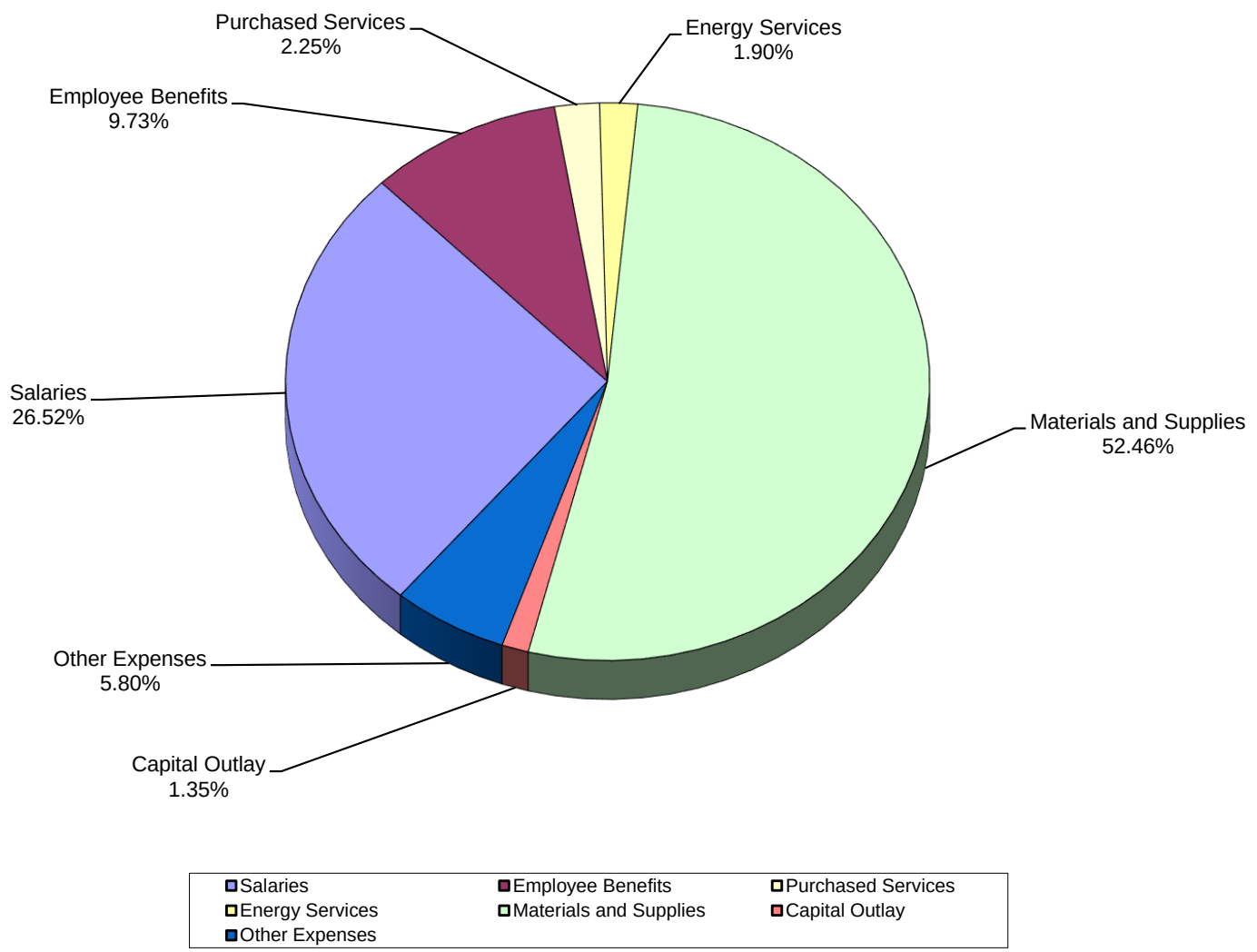
Expenditures by Object - Capital Projects Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended October 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	-	-		$ -
School Lunch Reimbursement	16,380,000	16,380,000	5,312,388.04	11,067,611.96	32%	4,795,754
School Breakfast Reimbursement	5,670,000	5,670,000	1,893,522.95	3,776,477.05	33%	1,588,135
After-School Snack Reimbursement	216,066	213,066	33,979.21	179,086.79	16%	29,630
Child Care Food Program	1,081,500	1,081,500	370,956.01	710,543.99	34%	298,032
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190.00	0%	-
Cash n Lieu of Donated	75,000	75,000	25,880.75	49,119.25	35%	22,234
Summer Food Service Program	619,675	619,675	-	619,675.00	0%	376,559
Other Food Service Revenue	-	-	-	-		890,511
Total Federal Through State	26,255,431	26,252,431	7,636,726.96	18,615,704.04	29%	8,000,855
State:						
School Breakfast Supplement	150,000	150,000	-	150,000.00	0%	-
School Lunch Supplement	170,000	170,000	-	170,000.00	0%	-
Other Miscellaneous State	-	-	-	-		-
Total State	320,000	320,000	-	320,000.00	0%	-
Local:						
Interest on Investments	200,000	200,000	95,601.03	104,398.97	48%	35,440
Student Lunches	3,800,000	3,800,000	1,193,958.39	2,606,041.61	31%	1,053,992
Student Breakfasts	-	-	26,801.05	(26,801.05)		-
Adult Breakfast/Lunch	175,000	175,000	50,379.02	124,620.98	29%	30,962
Student/Adult Ala Carte	1,900,000	1,900,000	660,149.35	1,239,850.65	35%	477,869
Catering/Special	48,000	48,000	5,318.29	42,681.71	11%	5,609
Other Food Sales	-	-	52.15	(52.15)		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(616.56)	616.56		(990)
Sale of Junk	-	-	-	-		1,079
Other Miscellaneous Local Sources	130,000	130,000	44,405.80	85,594.20	34%	43,434
Refund of Prior Year Expense	-	-	-	-		694
Total Local	6,253,000	6,253,000	2,076,048.52	4,176,951.48	33%	1,648,089
Total Revenues	32,828,431	32,825,431	9,712,775.48	23,112,655.52	30%	9,648,944
EXPENDITURES						
Current:						
Salaries	8,896,508	8,896,508	2,927,199.94	5,969,308.06	33%	2,700,862
Employee Benefits	3,482,679	3,482,679	1,073,505.57	2,409,173.36	31%	927,063
Purchased Services	1,070,938	1,100,938	248,540.30	852,397.26	23%	211,290
Energy Services	635,000	635,000	209,382.01	425,617.99	33%	183,053
Materials and Supplies	18,681,173	18,681,173	5,790,246.26	12,890,926.81	31%	4,901,626
Capital Outlay	2,186,104	2,156,104	148,479.25	2,007,625.03	7%	450,119
Other Expenses	1,820,000	1,820,000	640,646.78	1,179,353.22	35%	592,883
Total Food Service	36,772,402	36,772,402	11,038,000.11	25,734,401.73	30%	9,966,896
Total Expenditures	36,772,402	36,772,402	11,038,000.11	25,734,401.73	30%	9,966,896
Net Change in Fund Balance	(3,943,971)	(3,946,971)	(1,325,224.63)	2,621,746.21		(317,952)
Fund Balance, Beginning	14,607,124	14,607,124	14,607,124.12	-		12,771,125
Fund Balance, Ending	$ 10,663,153	$ 10,660,153	13,281,899.49	2,621,746.21		$ 12,453,173

Expenditures by Object - Food Service Fund

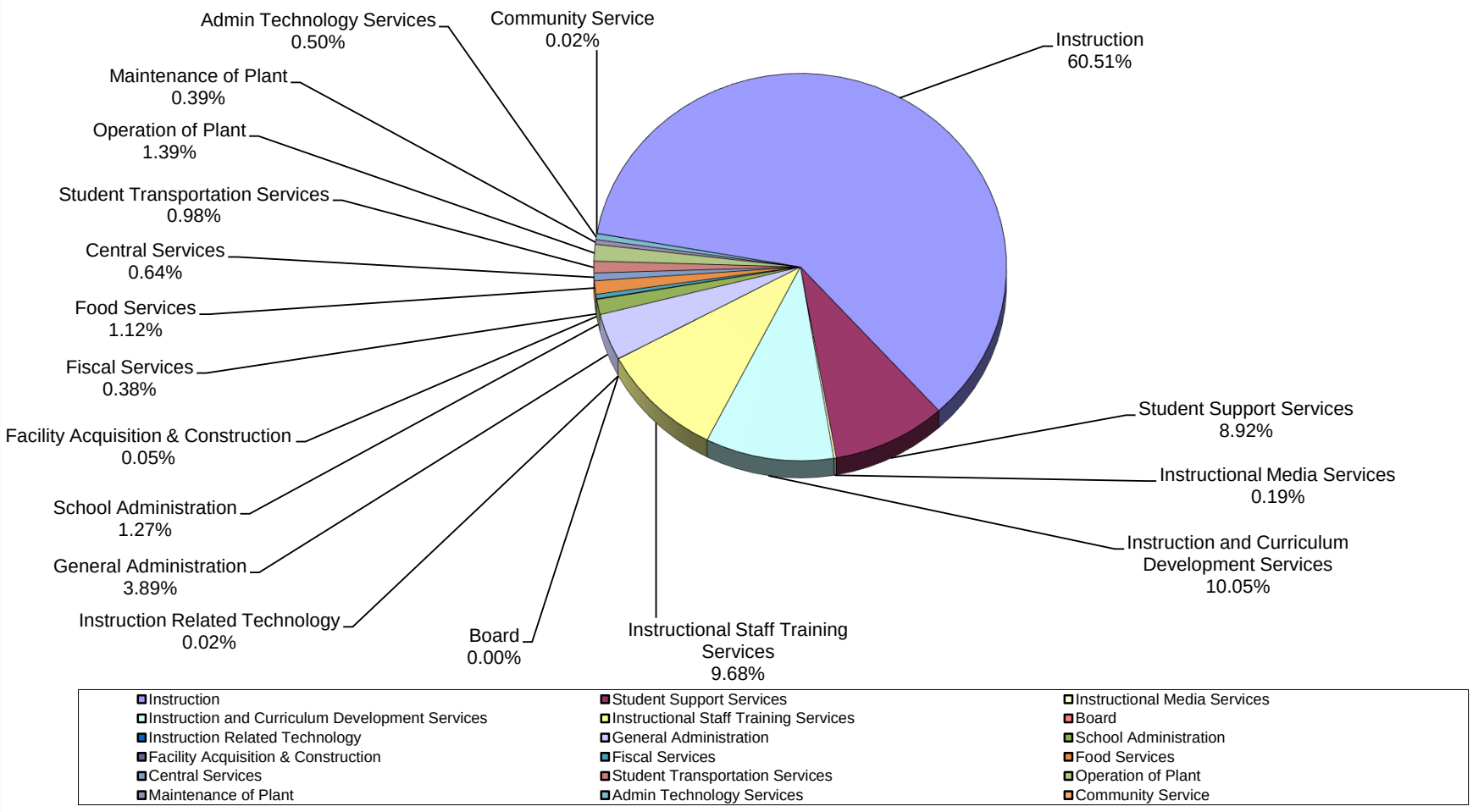


School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended October 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	-	-		$ -
Pell	-	686,873	685,277.45	1,595.55	100%	813,780
Miscellaneous Federal Direct	53,746	821,584	244,557.35	577,026.65	30%	206,605
Total Federal Direct	53,746	1,508,457	929,834.80	578,622.20	62%	1,020,385
Federal Through State:						
Career and Technical Education	-	777,114	88,265.72	688,848.28	11%	128,018
Teacher/Principal Training & Recruiting	-	1,656,475	497,545.97	1,158,929.03	30%	394,416
Adult Migrant Education	-	286,823	104,084.53	182,738.47	36%	102,805
Eng Lit and Civics Education	-	95,206	36,894.63	58,311.37	39%	56,962
Individuals with Disabilities Education Act	16,468,765	16,619,687	3,204,095.08	13,415,591.98	19%	3,032,940
Elementary and Secondary Education Act Title I	12,788,029	16,504,925	4,356,867.84	12,148,057.42	26%	4,824,690
Language Instruction Title III	-	1,203,655	303,659.59	899,995.41	25%	470,283
Adult General Education	-	617,662	207,829.73	409,832.27	34%	170,237
21st Century Schools - Title IV	-	1,367,550	364,429.48	1,003,120.52	27%	148,280
Educational Stabilization Funds - K-12	-	237,000	17,808,744.79	(17,571,744.79)	7514%	16,654,636
Educational Stabilization Funds - Workforce		-	142,966.78	(142,966.78)		804,769
Educational Stabilization Funds - VPK		-	86,747.98	(86,747.98)		11,398
Other Federal Through State	-	259,461	41,823.29	217,637.71	16%	38,303
Total Federal Through State	29,256,794	39,625,558	27,243,955.41	12,381,602.91	69%	26,837,737
Total Revenues	29,310,540	41,134,015	28,173,790.21	12,960,225.11	68%	27,858,122
EXPENDITURES						
Current:						
Instruction	15,676,647	20,927,318	16,368,609.52	4,558,708.95	78%	15,552,893
Student Support Services	1,589,670	3,516,258	2,413,239.24	1,103,018.89	69%	3,432,231
Instructional Media Services	-	-	52,000.21	(52,000.21)		-
Instruction and Curriculum Development Services	7,884,649	9,328,387	2,718,629.68	6,609,757.12	29%	2,382,888
Instructional Staff Training Services	3,198,449	5,002,095	2,619,756.81	2,382,338.01	52%	1,831,503
Board	-	-	999.99	(999.99)		-
Instruction Related Technology	2,478	94,736	4,119.33	90,616.36	4%	24,844
General Administration	886,941	1,209,662	1,051,138.91	158,523.38	87%	1,018,937
School Administration	-	(180)	343,717.10	(343,897.46)	-190573%	11,253
Facility Acquisition & Construction	-	-	14,000.07	(14,000.07)		-
Fiscal Services	-	46,607	101,685.74	(55,078.81)	218%	32,564
Food Services	-	-	303,146.80	(303,146.80)		-
Central Services	20,000	(34,582)	174,389.60	(208,971.63)	-504%	747
Student Transportation Services	51,705	(37,381)	263,889.00	(301,269.64)	-706%	180,160
Operation of Plant	-	(33,526)	375,837.26	(409,363.43)	-1121%	175,536
Maintenance of Plant	-	13,838	104,838.74	(91,000.34)	758%	692
Admin Technology Services	-	-	135,212.21	(135,212.21)		213,874
Community Services	-	800	4,810.00	(4,010.00)	601%	-
Total Expenditures	29,310,540	40,034,032	27,050,020.21	12,984,012.12	68%	24,858,122
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	1,099,983	1,123,770.00	(23,787.01)		3,000,000
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	(1,099,983)	(1,123,770.00)	23,787.01	102%	-
To Internal Service Fund	-	-	-	-		(3,000,000)
Total Other Financing Sources (Uses)	-	(1,099,983)	(1,123,770.00)	23,787.01		(3,000,000)
Net Change in Fund Balance	-	0	0.00	0.00		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ 0	0.00	0.00		$ -

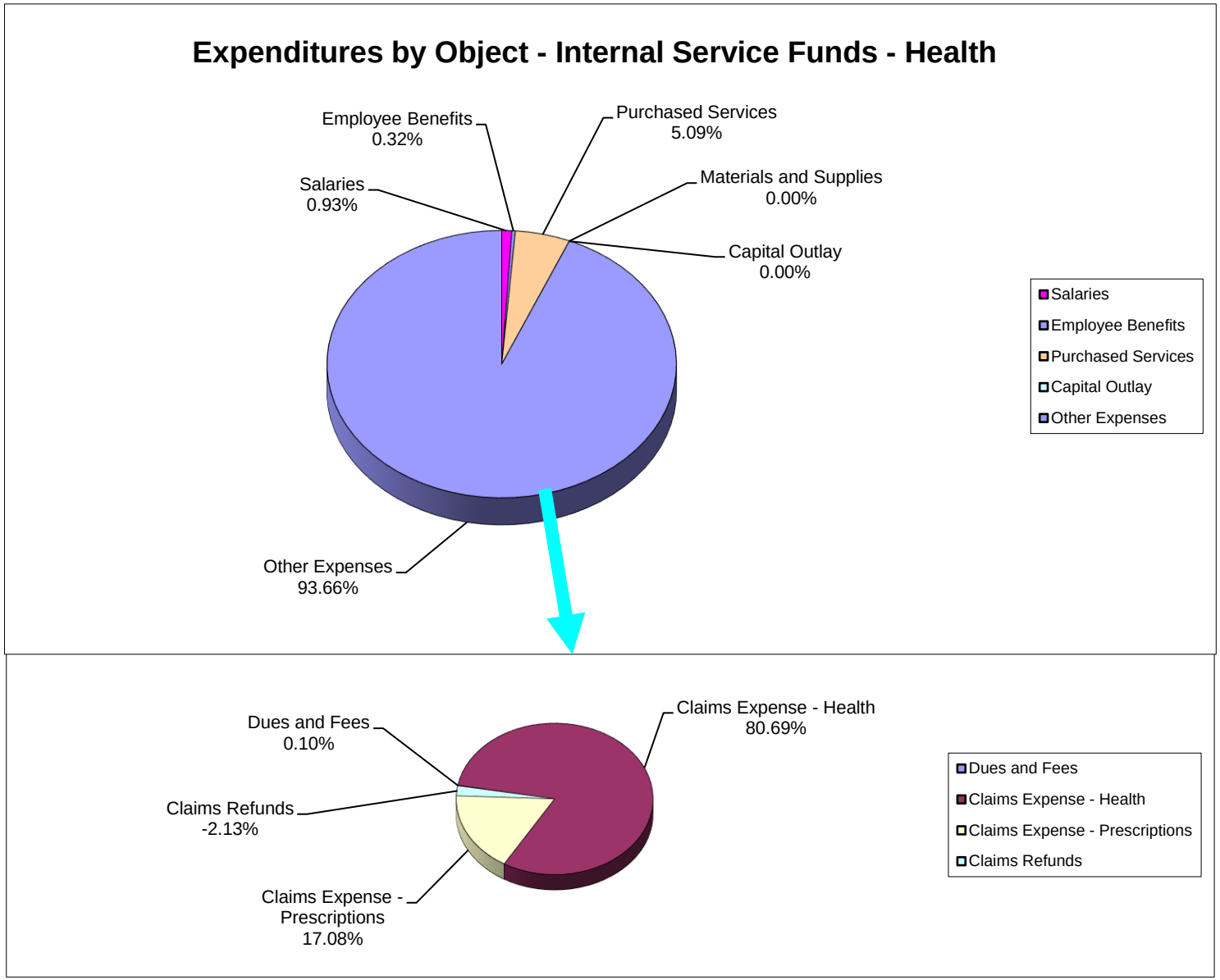
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended October 31, 2023

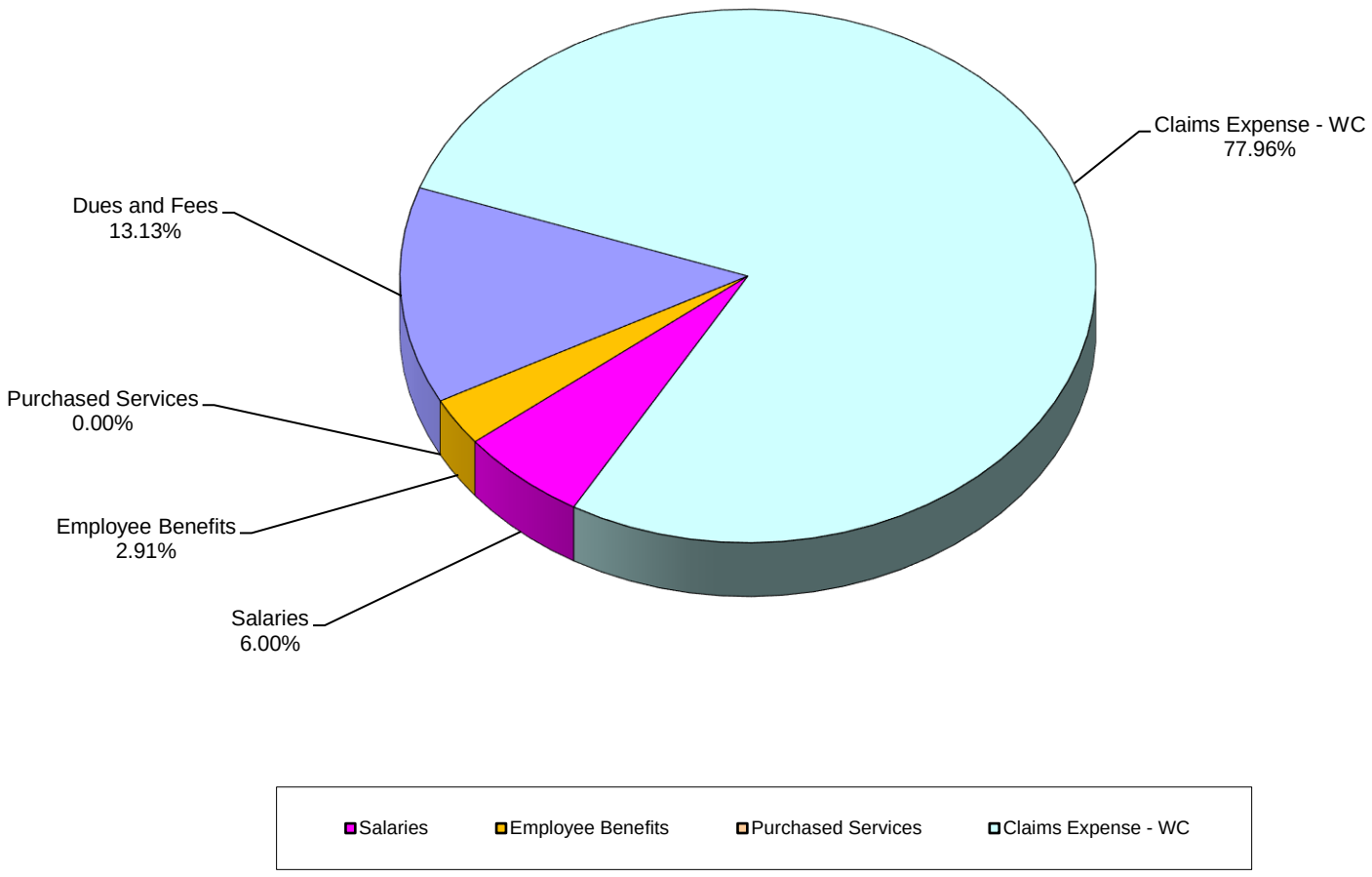
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 39,401,000	$ 39,401,000	9,359,826.66	30,041,173.34	24%	$ 9,075,732
Premium - Employee	13,391,000	13,391,000	3,250,867.08	10,140,132.92	24%	3,239,267
Premium - Retiree	1,450,000	1,450,000	491,902.92	958,097.08	34%	435,138
Premium - Leave/COBRA	400,000	400,000	125,032.57	274,967.43	31%	134,591
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	54,642,000	54,642,000	13,227,629.23	41,414,370.77	24%	12,884,728
Total Revenues	54,642,000	54,642,000	13,227,629.23	41,414,370.77	24%	12,884,728
EXPENDITURES						
Operating Expenditures:						
Salaries	614,638	614,638	202,240.88	412,397.38	33%	217,357
Employee Benefits	385,765	385,765	69,197.16	316,568.05	18%	75,705
Purchased Services	3,363,406	3,363,806	1,107,195.04	2,256,611.31	33%	979,639
Materials and Supplies	3,500	3,500	738.96	2,761.04	21%	791
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	22,000	21,600	21,505.45	94.55	100%	20,393
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,932,000	46,932,000	17,187,788.78	29,744,211.22	37%	17,050,208
Claims Expense - Prescriptions	9,186,581	9,186,581	3,638,451.91	5,548,129.29	40%	4,540,505
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	(1,000,000)	(1,000,000)	(454,139.77)	(545,860.23)	45%	(379,149)
Total Other Expenses	55,140,581	55,140,181	20,393,606.37	34,746,574.83	37%	21,231,957
.						
Total Expenditures	59,507,891	59,507,891	21,772,978.41	37,734,912.61	37%	22,505,449
Operating Income (Loss)	(4,865,891)	(4,865,891)	(8,545,349.18)	(3,679,458.16)		(9,620,721)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	-	-	-		3,000,000
Total Transfers		-	-			3,000,000
Change in Net Position	(4,865,891)	(4,865,891)	(8,545,349.18)	(3,679,458.16)		(6,620,721)
Net Position, Beginning	12,870,340	12,870,340	12,870,339.72	-		8,444,558
Net Position, Ending	$ 8,004,449	$ 8,004,449	4,324,990.54	(3,679,458.16)		$ 1,823,837


Expenditures by Object - Internal Service Funds - Health
Employee Benefits
0.32%
Purchased Services
5.09%
Salaries
0.93%
Materials and Supplies
0.00%
Capital Outlay
0.00%
Other Expenses
93.66%
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Dues and Fees
0.10%
Claims Expense - Health
80.69%
Claims Refunds
-2.13%
Claims Expense -
Prescriptions
17.08%
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 October 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 3,200,000	3,200,000	1,232,188.31	1,967,811.69	39%	$ 938,301
Total Operating Revenues	3,200,000	3,200,000	1,232,188.31	1,967,811.69	39%	938,301
Total Revenues	3,200,000	3,200,000	1,232,188.31	1,967,811.69	39%	938,301
EXPENDITURES						
Operating Expenditures:						
Salaries	241,506	241,506	62,111.73	179,394.53	26%	50,619
Employee Benefits	90,402	90,402	30,146.12	60,256.18	33%	23,670
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	347,891	347,891	135,997.60	211,893.40	39%	135,958
Claims Expense - Workers' Comp	2,787,393	2,787,393	811,349.55	1,976,043.32	29%	666,535
Claims Refund	-	-	(3,848.21)	3,848.21		(16,307)
Total Other Expenses	3,135,284	3,135,284	943,498.94	2,191,784.93	30%	786,186
Total Expenditures	3,467,192	3,467,192	1,035,756.79	2,431,435.64	30%	860,475
Operating Income (Loss)	(267,192)	(267,192)	196,431.52	463,623.95		77,826
Change in Net Position	(267,192)	(267,192)	196,431.52	463,623.95		77,826
Net Position, Beginning	1,565,045	1,565,045	1,565,045.23	-		2,266,182
Net Position, Ending	$ 1,297,853	1,297,853	1,761,476.75	463,623.95		$ 2,344,008

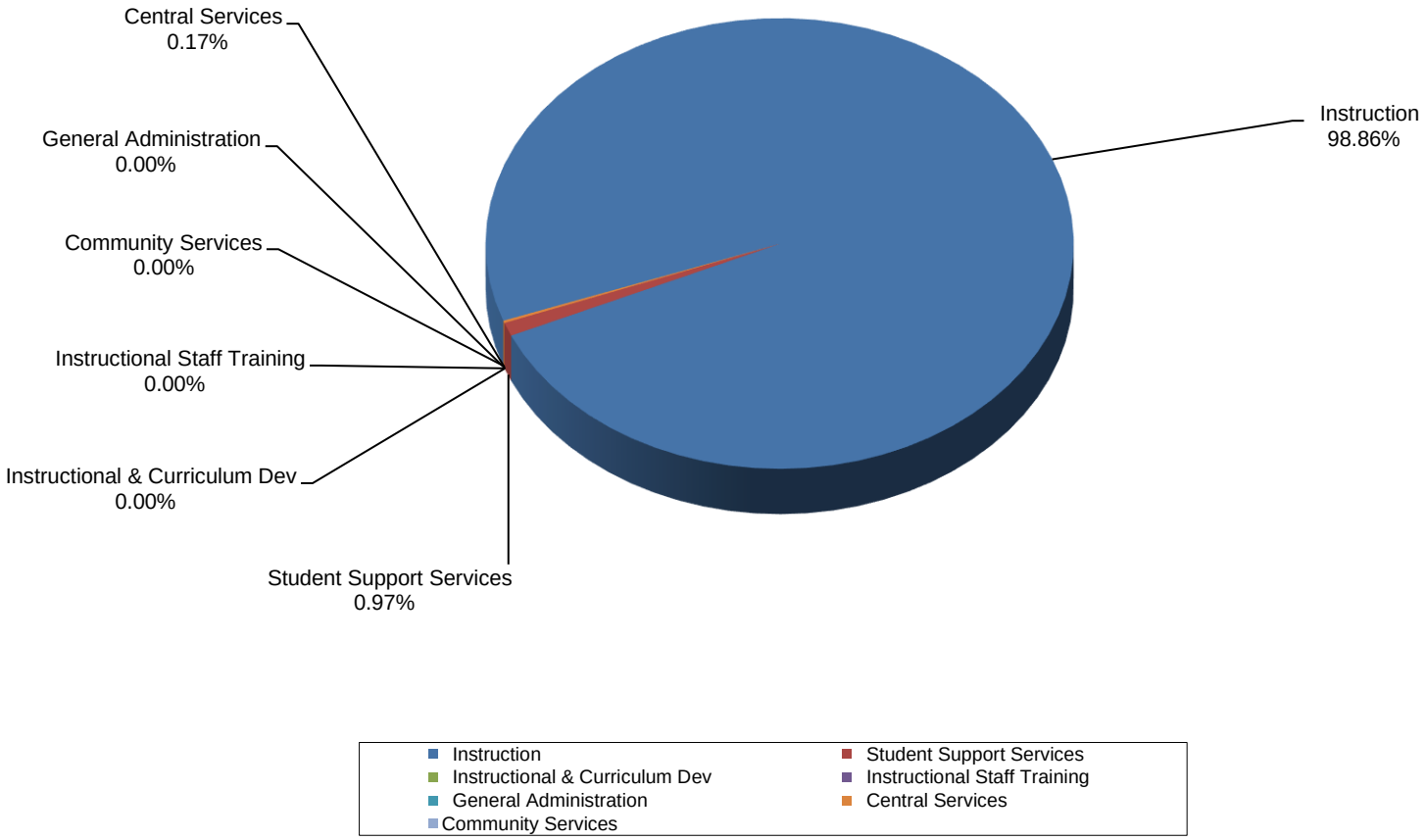
Expenditures by Object - Internal Service Funds
Workers Compensation



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended October 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2022
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	215,000	112,464.28	102,535.72	52%	$ 117,143
Total Federal Direct	215,000	215,000	112,464.28	102,535.72	52%	117,143
Local:						
Gifts, Grants, & Bequests	1,255	6,910	6,910.00	-	100%	520
Financial Aid Fees	226,340	269,416	269,415.93	-	100%	191,705
Other Student Fees	-	-	-	-		-
Other Miscellaneous Local Sources	250,100	250,100	217,527.90	32,572.10	87%	131,006
Total Local	477,695	526,426	493,853.83	32,572.10	94%	323,231
Total Revenues	692,695	741,426	606,318.11	135,107.82	82%	440,374
EXPENDITURES						
Instruction	1,756,034	1,799,110	331,558.29	1,467,551.45	18%	174,034
Student Support Services	6,567	7,722	3,253.24	4,468.47	42%	505
Instructional & Curriculum Dev	27,846	27,346	-	27,346.34	0%	826
Instructional Staff Training	-	-	-	-		-
General Administration	12,656	17,656	-	17,656.33	0%	-
Central Services	7,752	7,752	568.19	7,183.67	7%	1,631
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Community Services	3,500	3,500	-	3,500.00	0%	-
Total Expenditures	1,814,355	1,863,086	335,379.72	1,527,706.26	18%	176,996
Change in Net Position	(1,121,660)	(1,121,660)	270,938.39	1,392,598.44		263,378
Net Position, Beginning	1,121,660	1,121,660	1,121,660.30	0.25		945,156
Net Position, Ending	$ -	-	1,392,598.69	1,392,598.69		$ 1,208,534

Expenditures by Function - Trust and Agency Funds



SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Jason C. Wysong, Ed.D.

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

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: November 30, 2023

TO: Jason C. Wysong, Ed. D., Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (10/31/2023)

As a response to Audit Finding 2019-001, Finance staff developed the following internal control enhancement: District staff will complete monthly bank reconciliations, and a review with accounting staff will occur on the third Monday of every month, chaired by the Deputy Superintendent of Business Services. At completion of the monthly reconciliation review, the Deputy Superintendent of Business Services will certify the completion of the reconciliation to the Superintendent.

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the October 31, 2023 book-to-bank reconciliation has been completed, with $0 variance.

AGENDA ITEM NO. 17.2

School Board of Manatee County
December 12, 2023 - Regular Board Meeting and Public Hearing

Title
Year-to-Date Charter School Financial Statement Summary Through October 31, 2023

Executive Summary
Unaudited year-to-date financial statements of the Charter Schools are submitted to the District each month or quarter, depending on each school's reporting requirements. These reports are filed in the District's administrative offices and are available upon request.

The District reviews and summarizes the financial statements; however, cannot certify as to their accuracy. The summary data is provided for information only purposes. Each charter school's Board is responsible for the accuracy of the monthly financial statements submitted to the District.

Note: Annual financial audits are conducted by independent CPAs for each Charter school following the fiscal year end.

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Summary 2023-2024-Consolidated Oct2023.pdf

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2023-24

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2023	**$ 1,086,345.00**	**$ 1,086,345.00**	**$ 1,097,039.00**	**$ 1,097,039.00**								
Revenue	86,450.00	205,647.00	312,893.00	423,240.00								
Expense	(14,757.00)	(112,586.00)	(212,116.00)	(323,689.00)								
Transfers		10,694.00										
Fund Balance, Ending	**$ 1,158,038.00**	**$ 1,190,100.00**	**$ 1,197,816.00**	**$ 1,196,590.00**								
Unrestricted/Unassigned Fund Balance	$ 228,933.00	$ 232,451.00	$ 235,618.00	$ 237,379.00								
2102 - Team Success*												
Fund Balance July 1, 2023	**$ 2,488,207.00**	**$ 2,488,207.00**	**$ 3,931,466.00**	**$ 2,488,207.00**								
Revenue			3,070,880.00									
Expense			(3,304,977.00)									
Transfers			(563,806.00)									
Fund Balance, Ending			**$ 3,133,563.00**									
Unrestricted/Unassigned Fund Balance			**$ 3,133,563.00**									
2104 - Manatee School for the Arts												
Fund Balance July 1, 2023	**$ 11,355,506.00**	**$ 11,355,506.00**	**$ 9,899,947.00**	**$ 9,899,947.00**								
Revenue	1,438,257.00	3,100,732.00	5,687,266.00	7,525,569.00								
Expense	(1,432,000.00)	(3,313,971.00)	(5,257,989.00)	(7,095,172.00)								
Transfers												
Fund Balance, Ending	**$ 11,361,763.00**	**$ 11,142,267.00**	**$ 10,329,224.00**	**$ 10,330,344.00**								
Unrestricted/Unassigned Fund Balance	$ 10,068,595.00	$ 9,164,443.00	$ 7,986,926.00	$ 7,655,634.00								
2120 - Rowlett Middle Academy*												
Fund Balance July 1, 2023	**$ 410,611.00**	**$ 410,611.00**	**$ 410,611.00**	**$ 410,611.00**								
Revenue			2,058,990.44									
Expense			(1,915,621.05)									
Transfers			(142,066.37)									
Fund Balance, Ending	**$ 410,611.00**	**$ 410,611.00**	**$ 411,914.02**	**$ 410,611.00**								
Unrestricted/Unassigned Fund Balance			$ 405,749.02									
2121 - Manatee Charter Schoo												
Fund Balance July 1, 2023	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**	**$ 87,846.00**								
Revenue	363,800.51	1,087,184.68	1,535,121.66	1,763,866.76								
Expense	(279,319.18)	(797,409.11)	(1,181,584.81)	(1,306,611.93)								
Transfers		(180,681.26)	(271,021.89)	(361,362.52)								
Fund Balance, Ending	**$ 172,327.33**	**$ 196,940.31**	**$ 170,360.96**	**$ 183,738.31**								
Unrestricted/Unassigned Fund Balance	$ 17,148.00	$ 44,808.00	$ -	$ 18,862.51								
2122 - Oasis Middle School												
Fund Balance July 1, 2023	**$ 131,607.00**	**$ 131,607.00**	**$ 93,607.00**	**$ (119,527.00)**								
Revenue	52,773.00	91,690.00	118,924.00	150,842.00								
Expense	(65,256.00)	(121,821.00)	(186,546.00)	(273,977.00)								
Transfers												
Fund Balance, Ending	**$ 119,124.00**	**$ 101,476.00**	**$ 25,985.00**	**$ (242,662.00)**								
Unrestricted/Unassigned Fund Balance	$ 119,124.00	$ 101,476.00	$ 25,985.00	$ (242,662.00)								
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2023	**$ 75,805.00**	**$ 165,217.00**	**$ 165,217.00**	**$ 165,217.00**								
Revenue	472,882.22	1,043,173.00	1,550,175.00	2,157,812.00								
Expense	(307,136.64)	(987,762.00)	(1,666,220.00)	(2,309,536.00)								
Transfers	(62,125.01)											
Fund Balance, Ending	**$ 179,425.57**	**$ 220,628.00**	**$ 49,172.00**	**$ 13,493.00**								
Unrestricted/Unassigned Fund Balance	$ 179,425.57	$ 220,628.00	$ 49,172.00	$ 13,493.00								
		Restated	Restated									
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2023	**$ 110,482.90**	**$ 11,407.00**	**$ 79,506.00**	**$ 79,506.00**								
Revenue	366,249.64	905,146.41	1,558,395.00	2,148,960.00								
Expense	(524,131.29)	(1,126,962.73)	(1,626,004.00)	(2,216,573.00)								
Transfers	133,757.04	(11,233.68)										
Fund Balance, Ending	**$ 86,358.29**	**$ (221,643.00)**	**$ 11,897.00**	**$ 11,893.00**								
Unrestricted/Unassigned Fund Balance	$ 3,697.61	$ (686,963.34)	$ 11,897.00	**$ 11,893.00**								
		Charter school has not restated										
2131 - Palmetto Charter School*												
Fund Balance July 1, 2023	**$ 1,650,340.00**	**$ 1,650,340.00**	**$ 1,650,340.00**	**$ 1,650,340.00**								
Revenue			1,055,126.28									
Expense			(863,619.26)									
Transfers												
Fund Balance, Ending			**$ 1,841,847.02**									
Unrestricted/Unassigned Fund Balance			$ 1,841,846.02									
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2023	**$ 2,381,293.00**	**$ 2,381,293.00**	**$ 2,381,293.00**	**$ 2,381,293.00**								
Revenue			1,079,015.00									
Expense			(581,748.00)									
Transfers												
Fund Balance, Ending			**$ 2,878,560.00**									
Unrestricted/Unassigned Fund Balance			$ 2,878,560.00									
2161 - Visible Men Academy												
Fund Balance July 1, 2023	**$ 240,269.72**	**$ 240,269.72**	**$ 240,269.72**	**$ 192,860.80**								
Revenue	248,348.61	309,631.02	384,737.87	604,648.49								
Expense	(141,601.68)	(276,957.93)	(398,083.62)	(533,077.51)								
Transfers			3,744.00	7,471.00								
Fund Balance, Ending	**$ 347,016.65**	**$ 272,942.81**	**$ 230,667.97**	**$ 271,902.78**								
Unrestricted/Unassigned Fund Balance	$ 166,342.00	$ 253,648.49	$ 211,373.65	$ 252,608.46								
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2023	**$ 2,194,968.00**	**$ 2,194,968.00**	**$ 2,194,968.00**	**$ 2,194,968.00**								
Revenue			2,985,424.18									
Expense			(2,535,960.10)									
Transfers			(808,519.55)									
Fund Balance, Ending			**$ 1,835,912.53**									
Unrestricted/Unassigned Fund Balance			$ 1,812,982.53									
2181 - Parrish Charter Academy												
Fund Balance July 1, 2023	**$ 616,828.00**	**$ 616,828.00**	**$ (217,477.00)**	**$ (217,477.00)**								
Revenue	478,235.00	1,127,372.00	1,764,673.00	2,418,410.00								
Expense	(598,624.00)	(1,308,598.00)	(1,517,500.00)	(1,972,776.00)								
Transfers	(37,975.00)	(12,777.00)	(397,580.00)	(509,555.00)								
Fund Balance, Ending	**$ 458,464.00**	**$ 422,825.00**	**$ (367,884.00)**	**$ (281,398.00)**								
Unrestricted/Unassigned Fund Balance	$ 458,462.00	$ 422,825.00	$ (367,884.00)	$ (281,398.00)								
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2023	**$ 462,042.79**	**$ 462,042.79**	**$ 503,807.00**	**$ 503,806.79**								
Revenue	652,959.83	1,939,319.92	4,246,117.98	5,481,470.82								
Expense	(301,040.69)	(2,071,854.07)	(3,721,735.63)	(4,809,394.85)								
Transfers			(473,478.12)	(631,303.80)								
Fund Balance, Ending	**$ 813,961.93**	**$ 329,508.64**	**$ 554,711.23**	**$ 544,578.96**								
Unrestricted/Unassigned Fund Balance	$ 40,647.00	$ 40,647.00	$ 554,711.02	$ -								
2192 Hola! At MSA												
Fund Balance July 1, 2023	**$ -**	**$ -**	**$ -**	**$ -**								
Revenue		416,641.00	770,216.00									
Expense		(19,019.00)	(121,495.00)									
Transfers												
Fund Balance, Ending	**$ -**	**$ 397,622.00**	**$ 648,721.00**	**$ -**								
Unrestricted/Unassigned Fund Balance		$ 423,242.00	**$ 582,537.00**									

***Quarterly Reports/High Performing**
Missing Monthly/Quarterly Financial Data

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