Agenda
Updated 4.25.2025

April 29, 2025
School Board of Manatee County
Regular Board Meeting and Public Hearing - 5:30 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. **CALL TO ORDER**
2. **DISTRICT VISION**
3. **INVOCATION**
4. **COLOR GUARD | Bayshore High School**
5. **PLEDGE OF ALLEGIANCE**
6. **APPROVAL OF THE AGENDA**
    1. Approval of the Agenda Amendments - added after publishing
7. **APPROVAL OF MINUTES**
    1. Approval of the Minutes of the March 14, 2025 School Board Special Meeting, March 14, 2025 School Board Workshop, April 8, 2025 School Board Meeting, and April 8, 2025 School Board Workshop
8. **STUDENT CELEBRATIONS | RECOGNITIONS**
    1. Florida Retired Educators Association Essay Contest Winner
    2. National Science Award
    3. Math Superstars
    4. State Champion Weightlifters
9. **PUBLIC COMMENT AND RESPONSES (UP TO 60 MINUTES)**

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

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

PUBLIC INPUT INSTRUCTIONS:

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

10. 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)
2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
3. Approval of Affiliation Agreement between the School District of Manatee County and Priority Nutrition LLC (No Financial Impact)
4. Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2025-2026 School Year (No Net Financial Impact)
5. Approval to Accept Additional Funds from Amendment 1 to the Letter of Agreement Between the District School Board of Putnam County on Behalf of the Northeast Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2024, through June 30, 2025, In the Amount of $8,000.00 (No Net Financial Impact)
6. Approval of the Apprenticeship Training Program Agreement Between Suncoast Workforce Board dba CareerSource Suncoast and the School Board of Manatee County to Provide Classroom and Work Experiences for Merchandising/Global Logistics Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)
7. Approval of the Apprenticeship Training Program Agreement between S.A.K Enterprises Inc. and the School Board of Manatee County to Provide Classroom and Work Experiences for Engineering Assistant, Mechanic Equip (CAD Designer) Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)
8. Approval of the Apprenticeship Training Program Agreement between Manatee Memorial Hospital and the School Board of Manatee County to Provide Classroom and Work Experiences for Pharmacy Assistant Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

9. Approval to Purchase Instructional Materials, Textbooks, Curriculum Software and Associated Professional Learning from Florida School Book Depository, Direct from Publishers and Exempt Vendors, SDMC No. 26-0006-BS, Estimated in the Amount of $5,000,000.00 (Multiple Funding Sources)
10. Approval of Purchase(s) of Testing Materials, SDMC NO. 26-0007-BS, Estimated in the Amount of $950,000.00 (Multiple Funding Sources)
11. Approval to Purchase 2025 Public Safety Bi-Directional Amplifier (BDA), Distributed Antenna System (DAS), 5-Year Extended Maintenance Service Agreement - Agreement Between Owner and Motorola Solutions, Inc. in the Amount of $235,618.00 (Capital Funds)
12. Approval of Revised Agreement for Purchase and Sale of Property-Jones Potato Farm School Site-School AA (Capital Funds)
13. Approval of Manatee Technical College Law Academy Firing & Driving Range - Substantial Completion and Certificate of Occupancy (No Financial Impact)
14. Approval of Oneco Elementary School - Addition and Renovation - Partial Substantial Completion and Certificate of Completion - Building 3 (No Financial Impact)
15. Approval of Quitclaim Deed at Intersection of State Road 64 and Travelers Palm Drive (No Financial Impact)
16. Barbara A. Harvey K-8 at North River Ranch - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)
17. Approval of MTC Aviation Hangar - Agreement Between Owner and Johnson-Laux Construction, LLC, in the Amount of $23,115.00 (Federal Grant Funds)

11. PUBLIC HEARING

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

12. NEW BUSINESS (Discussion Items Pulled from Consent)

13. NEW BUSINESS (Non-Consent Items)

1. Approval to Adopt and Amend School Board Policies (General Fund)
2. Approval of Reimbursement Resolution 2025-002 for Expenditures for New High School AAA (No Financial Impact)
3. Approval of the Revised Job Description of Position for Lead Guardian (No Financial Impact)
4. Approval of the Revised Job Description of Position for School Safety Guardian (No Financial Impact)
5. Revision of Job Description and Position of Literacy Coach (No Financial Impact)
6. Approval of the Agreed Upon American Federation of State, County, and Municipal Employees (AFSCME) Raise Terms in the amount of $2,497,519 from the General/Food Service Fund, and ratification of the Superintendent's signature on Memorandum of Understandings (MOU's) for millage and millage carryforward distribution in the amount of $6,887,333. (Multiple Funding Sources)
7. Approval of Advertising a Notice of Intent to Amend School Board Policies, Including New Board Policies, and Setting a Public Hearing at the Board Meeting on June 10, 2025 (General Fund)

14. NEW BUSINESS (No Superintendent Recommendation)

1. Acceptance of the Resignation of Citizen's Financial Oversight Committee Member (No Financial Impact)
2. Discussion Regarding Audit Committee Charter - added after publishing

15. REPORTS AND PRESENTATIONS

1. Voluntary Prekindergarten (VPK) Programs and Accountability - updated after publishing

16. INFORMATION ONLY (No Board Action Required)

17. UPDATES
A. INSTRUCTION UPDATE
B. OPERATIONS UPDATE
C. LEGAL UPDATE

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Agenda Amendments - *added after publishing*

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

Agenda amended on Friday April 25, 2025, to **update** attachment *HR Board Material 4.29.25 updated 4.25.2025* **of** Consent Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)*

Agenda amended on Friday April 25, 2025, to **add** attachment **to** Reports and Presentations item *Voluntary Prekindergarten (VPK) Programs and Accountability*.

Agenda amended on Friday April 25, 2025, to **add** agenda item *Discussion Regarding Audit Committee Charter* **to** New Business (No Superintendent Recommendation).

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 the approval of the agenda amendments.

Financial Impact
No financial Impact

Contact
Submitting Department: School Board

AGENDA ITEM NO. 7.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Minutes of the March 14, 2025 School Board Special Meeting, March 14, 2025 School Board Workshop, April 8, 2025 School Board Meeting, and April 8, 2025 School Board Workshop

Executive Summary
Approval of the minutes of the March 14, 2025 School Board Special Meeting, March 14, 2025 School Board Workshop, April 8, 2025 School Board Meeting, and April 8, 2025 School Board Workshop

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

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

Recommendation
The Superintendent recommends the approval of the minutes of the March 14, 2025 School Board Special Meeting, March 14, 2025 School Board Workshop, April 8, 2025 School Board Meeting, and April 8, 2025 School Board Workshop.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
March 14, 2025 Special Meeting Minutes
March 14, 2025 Workshop Minutes
April 8, 2025 Workshop Minutes
April 8, 2025-04-08 School Board Meeting Minutes

Minutes
March 14, 2025
Special Meeting – 9:55 AM
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 Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Joseph Ranaldi, Deputy Superintendent of Operations Chad Choate, Chair Cindy Spray, Vice-Chair Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Patrica Petruff, Board Attorney Kevin Pendley, General Counsel	Present

Chair Choate called the Meeting to order at 10:02 AM.

2) PUBLIC COMMENT AND RESPONSES

3) NEW BUSINESS (NON-CONSENT ITEMS)

3.1 Motion for Approval of the Personnel Appointment

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

Superintendent Wysong presented the selection of the Executive Director of Human Resources. The Board held discussion and voted.

21) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 10:05 AM.

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Chad Choate, III

Chairman

NOTICE

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

Minutes
March 14, 2025
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 Rachel Sellers, Deputy Superintendent of Business Services Chad Choate, Chairman Cindy Spray, Vice-Chairman Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Patrica Petruff, Board Attorney Kevin Pendley, General Counsel	Present

Chair Choate called the Workshop to order at 10:14 AM.

II) PUBLIC COMMENTS

Public Comments as follows:

- Steven Craig Zickafoose

III) WORKSHOP

1. Discussion Regarding Bylaw 0149.1 Public Expression of Members and Proclamations

Chair Choate noted the changes requested had been made and there were no comments regarding Bylaw 0149.1.

2. Board Discussion Regarding Policy 5120.02: Implementation

The following members of the District provided input during the Workshop presentations:

- Jason Wysong, Superintendent
- Joseph Ranaldi, Deputy Superintendent of Operations
- Kevin Chapman, Executive Director of Administration
- Rachel Sellers, Deputy Superintendent of Business Services
- Willie Clark, Executive Director of School Support Services
- Reginald Goff, Interim Director of Construction Services

Superintendent Wysong provided an overview of the District's rezoning steps undertaken since the last meeting. He emphasized the need for Board discussion and guidance before drafting boundary lines. Superintendent Wysong introduced Mr. Kevin Chapman, Executive Director of Administration. Mr. Chapman reported on the completion of the Superintendent's recommendation to proceed with rezoning, the Board's subsequent approval to proceed with rezoning, and the mandatory public meetings that were held. Mr. Chapman summarized the outcomes of these public meetings and gave an overview of the discussions. Additionally, he outlined various channels through which stakeholders can provide feedback to the District throughout the rezoning process.

Mr. Chapman provided the next step of Policy 5120.02: "*After considering the public's comments, the Superintendent shall prepare a minimum of three (3) rezoning plans to present at the second public meetings.*" Mr. Chapman noted the nine guidelines stated in the policy would be the guiding principles to prepare the proposals, as well as directives and guidance provided by the Board.

Chairman Choate thanked the staff for creating and attending the public meetings, Mr. Chapman noted that all senior leadership was involved with the process.

Board Member Kennedy posed a question regarding the timeline the District plans to provide information and notification to affected families. Superintendent Wysong stated the hope is for the process to be completed and have final Board approval in September of 2025 with family notification coming soon after. Along with notification, the district will also provide options including School Choice, Controlled Open Enrollment, and the appeal process.

Superintendent Wysong noted the availability of the Let's Talk app which allows the public to request and submit information, and stated that response through the Let's Talk App will usually be able to happen within one working day.

After a question posed by Mr. Tatem, Superintendent Wysong provided information regarding how parents will be notified that their family may be affected. The Superintendent stated that after the three plans are created, there will be another five (5) public meetings to provide feedback regarding the options for the map choices.

Communication regarding the public meetings and map availability will include the following:

- All Parent Call-Out
- Social Media Posts
- All Employee Email
- District Website
- Email to Key Community Leaders
- Media Release

Board Members had conversations regarding the following topics:

- Schools Under Capacity
- Possible 8th High School
- Program and Budget
- Additional Considerations

Board Member Felton noted her opposition to closing any schools during rezoning.

The Board engaged in a discussion concerning the District elementary schools and considered various proposals to accommodate the schools with lower capacities with the intention to keep all schools operational.

Chair Choate called a brief recess at 11:35 am and reconvened the workshop at 11:44 am.

The Board held a conversation regarding middle schools. After a question posed by Board Member Tatem, Superintendent Wysong and Mr. Ranaldi provided additional information on how rezoning will make transportation more efficient. Mrs. Spray noted that she would like to see bus hubs in different locations north of the Manatee River and in East Manatee County to make transportation more effective. Mr. Ranaldi stated that the implementation of a satellite site has commenced at Parrish Community High School and noted for future planning there are multiple county-owned sites that may allow for additional satellite locations for bus hubs.

The Chair proposed creative zoning to allow for the potential creation of technical programs within Bayshore High School. The Board held discussion regarding the possibilities of such programs including community sponsorships and apprenticeships.

Superintendent Wysong noted the capital investment as well as a staff investment to expand and change High School offerings. Another unknown to the proposed ideas would be transportation for the specialized schools and/or programs. Mr. Ranaldi noted that other current specialty programs do provide transportation and are using hub stops successfully.

Chair Choate called a brief recess at 12:32 pm and reconvened at 1:07 pm.

Superintendent Wysong introduced the next topic of discussion regarding the 8th high school in the District that was tentatively slated to be built in Lakewood Ranch area. The request by the Superintendent was to receive Board guidance about the future site.

Mr. Ranaldi presented options for the possible 8th high school including an option to re-purpose existing high school prototypes to save on design costs. Also mentioned were future expansion options and differing school sizes available.

The idea of adding capacity to existing high schools was posed by Board Member Tatem. The Board held discussion. Additional information was provided by Ms. Sharon Scarbrough, Executive Director of Secondary Education, and Mr. Ranaldi. Mr. Ranaldi provided a potential timeline for the High School 'AAA' in Lakewood Ranch.

The Board provided guidance to move forward with an item regarding an architect contract for High School 'AAA'. This action would prepare architectural plans for future district construction activities.

Board Member Charles Kennedy returned to the meeting at 2:47 pm.

III.3 Family Café Conference Discussion

Chair Choate provided an overview of The Family Café mission as well as the annual event to the Board. The Board held a discussion.

IV) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 2:56 P.M.

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Chad Choate, III
Chairman

NOTICE

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Minutes
April 8, 2025
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 Rachel Sellers, Deputy Superintendent of Business Services Chad Choate, Chairman Cindy Spray, Vice-Chairman Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

Chair Choate called the Workshop to order at 12:32 PM.

II) AGENDA AMENDMENTS

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

Agenda amended on Friday April 4, 2025, to **add** attachment *2024-25 Supt Evaluation Timeline* **to** Workshop item *Evaluation Process and Timeline: Superintendent, Board Attorney.*

Agenda amended on Friday April 4, 2025, to **add** attachment *2025 Web Re-Design* **to** Workshop item *Information Technology Update: New Website and Communication Tools.*

Agenda amended on Friday April 4, 2025, to **add** attachment *2026-27 Academic Calendar Drafts* **to** Workshop item *Overview of 2026-2027 Student Attendance Calendar Options.*

III) WORKSHOP

1. Audit Committee Update

Mr. James Daniel, Chair of the Audit Committee, provided his quarterly report to the Board. Included in his presentation were the following topics:

- New Members
- CRI Update
- RSM Engagement Letter - Upcoming

- Purvis Gray – External Auditor Requests by the Committee

The Board asked questions and held discussion.

Choate called recesses 12:53 pm and reconvened at 1:31 pm.

IV) PUBLIC COMMENTS (Prior Agenda Item III)

Public Comments as follows:

- Steven Zickafoose

WORKSHOP (Continued)

2. Overview of 2026-2027 Student Attendance Calendar Options

Deputy Superintendent Derek Jensen presented the two options for the 2026-2027 School Attendance Calendar. Included in the presentation were the following topics:

- Academic Calendar Purpose
- Calendar Committee Members
- Requirements for the 2026-2027 Academic Calendar (School Board Policy 8210)
- 2026-2027 Academic Calendar – Option A
- 2026-2027 Academic Calendar – Option B
- Quarter and Semester Counts
- Approval Timeline

The Board asked questions and held discussion throughout the presentation. Additional information was provided by Superintendent Wysong. Mr. Derek Jensen stated that the two calendar options will be posted to the district website for public input and comment.

3. Information Technology Update: New Website and Communication Tools

Mr. Scott Hansen, Chief Technology Officer, and Genesis Cipriano, Site Support Services & Training Manager, provided a presentation to the Board regarding the new District website and communication tools. Included in the presentation were the following topics:

- Board Approval Timeline
- Live First Week of June
    - Improvements
- Optimized User Experience
- Customized Search
- Let's Talk
- Staging Environment & Approval Queues
- Live Feed
- Event Consolidation
- Ongoing Training
- Pilot Schools

The Board asked questions and held discussions throughout the presentation.

Board Member Kennedy left the meeting at 2:51 pm.

4. Evaluation Process and Timeline: Superintendent, Board Attorney

Superintendent Wysong provided an overview of the current evaluation instrument and requested feedback regarding the evaluation, and if there was any directions to change the process. Dr. Wysong provided an overview of a proposed Superintendent evaluation timeline. The Board agreed to use the proposed timeline as well as the same evaluation instrument as the 2023-2024 school year.

The Board held discussion regarding the Attorney evaluation instrument including the possibility of editing the line items that are graded annually. After discussion, it was agreed that Goal 3 Communication Skills no longer was current and requested the Board Clerk to remove the line item: 'informs the board of pertinent changes in state and federal law, advises board on impact of pending legislation'.

Mr. Dye noted the possibility add to Professional Services Goal- 'ability to help general counsel and staff on legal matters as needed'. The Board agreed to leave the timeline of legal evaluation in November, except on election years when it will be completed before the reorganization meeting.

IV) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 3:13 PM.

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Chad Choate, III
Chairman

NOTICE

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Minutes
April 8, 2025
Updated April 4, 2025
Regular Meeting – 10:00 AM
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 Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Joseph Ranaldi, Deputy Superintendent of Operations Chad Choate, Chair Cindy Spray, Vice-Chair Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

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

2) READING OF THE DISTRICT'S VISION

Board Member Felton read the District's Vision.

3) INVOCATION

The invocation was given by Mother Marcia Tremmel.

4) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1. Motion to Approve Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray
SECONDER:	Charles Kennedy
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

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

Agenda amended on Friday April 4, 2025, to **add** attachments *February 25, 2025, Regular Meeting Minutes, February 28, 2025, Workshop Minutes, March 11, 2025, Regular Meeting Minutes* **to** Approval of Minutes item.

Agenda amended on Friday April 4, 2025, to **add** attachment **to** Reports and Presentation item *2025 Summer Programs and Professional Learning Update*.

Agenda amended on Friday April 4, 2025, to **update** attachment *HR Attachment April 8, 2025 Meeting - Revised 4.4.25* **of** Consent Item *Approval of the Appointments, Change of Assignments, Promotions, Reassignments, Resignations, Retirements, Suspensions, Terminations and Transfers Retirements*.

Agenda amended on Friday April 4, 2025, to **add** attachment *2024-2025-Q3-District_Inspection_Report* **to** For Information Only item *School Safety Requirements and Monitoring Reports 2024-2025 Quarter 3.*

6) APPROVAL OF MINUTES

6.1 Motion to Approve the Minutes of the February 25, 2025, School Board Meeting; February 28, 2025 School Board Workshop, and March 11, 2025, School Board Meeting

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

7) STUDENT CELEBRATIONS AND RECOGNITIONS

7.1 Resiliency Week

Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Mr. Omar Edwards, Associate Director of Strategic Planning Initiatives, and Mr. Kevin Chapman, Executive Director of Administration, who provided an overview of the District Resiliency Week.

7.2 Good News Moment

Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced the MSTV district employees as well as an MSTV produced video *Making Pickles at Bayshore Elementary School*.

District employees included in the recognition were the following:

- Matt Messenger, Supervisor, Television Service and Instructional TV Programming
- Susan Gilbank, Specialist, Instructional and Technical TV Programming
- Scott Martin, Senior Producer, Instructional TV Programming
- Carl Shelton, Manager, Live Video Production and Instructional TV Programming
- Mikayla Carstens, Spec, Video Production Instructional TV Programming
- Nicklos Bachelder, Tech, Electronic and Instructional TV Programming

8) PUBLIC COMMENTS (Up to 30 Minutes)

Public Comments were as follows:

- Lori Diamant-Abdulla
- Jacob Durrance
- Edward G. Viltz
- Steven Zickafoose
- Ryan Murphy

9) CONSENT ITEMS (Formerly Item #10)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

9.1 Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) – updated 4.4.2025

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

9.3 Approval of the School District of Manatee County English Language Learners (ELL) Plan for the 2025-2028 School Years (No Financial Impact)

9.4 Approval of Site Access Agreement at Manatee Technical College East Campus (No Financial Impact)

9.5 Approval to Apply, Accept and Expend the Voluntary Prekindergarten (VPK) Summer Bridge Program in the Amount of $67,400.00 (Incoming State Grant Funds)

9.6 Approval to Apply, Accept and Expend Amendments and Additional Allocations for the Following Federal Grants for the 2024-2025 School Year: Title I, Part A, Amendment 2; Title II, Part A, Amendment 1; Title III, Part A, Amendment 1; Title IV, Part A, Amendment 1; and Title IX, Part A, Amendment 1 in the Amount of $848,485.92 (Incoming Federal Grant Funds)

9.7 Approval to Apply, Accept and Expend the 2024-2025 Individuals with Disabilities Education Act (IDEA) Part B, Preschool Entitlement Amendment 1, in the Amount of $846,736.99 (Incoming Federal Grant Funds)

9.8 Approval to Apply, Accept and Expend the 2024-2025 Individuals with Disabilities Education Act (IDEA) Part B, K-12 Entitlement Amendment 1, in the Amount of $2,997,567.66 (Incoming Federal Grant Funds)

9.9 Approval to Purchase Lexia Learning Systems, SDMC No. 26-0015-BS, Estimated in the Amount of $1,300,000.00 Over Two Years (Multiple Funding Sources)

9.10 Approval of Computer Science Educator Program Coursework at the University of Florida DSMC No. 26-0012-BS, Estimated in the Amount of $115,000.00 (Computer Science Grant)

9.11 Approval to Use the Omnia Partners Contract for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services RFP# 24-08, SDMC No. 25-0102-KD, Estimated in the Amount of $400,000.00 Annually (Multiple Funding Sources)

9.12 Approval of Sole Source to Purchase Precision Concrete Cutting Services, SDMC No. 26-0003-MR, Estimated in the Amount of $140,000.00 (Capital Funds)

9.13 Approval of New High School AAA - Agreement Between Owner and Schenkel and Shultz, in the Amount of $5,133,220.00 (Capital Funds)

9.14 Approval to Advertise a Request for Qualifications (RFQ) for High School Prototype Construction Management (CM) at Risk Services for High School AAA (Capital Fund)

9.15 Approval of Horizon Academy - Administrative Office Enhancement - Amendment 4 - Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $341,428.76 (Capital Funds)

9.16 Approval of Palma Sola Elementary School - Campus Renovations - Agreement Between Owner and McIntyre Elwell & Strammer General Contractors, Inc. - Amendment 4 - Guaranteed Maximum Price in the amount of $271,225.89 (Capital Funds)

9.17 Approval of Bayshore High School and Parrish Community High School Football Field Upgrades - Synthetic Turf - Agreement Between Owner and P.J. Hayes, Inc., d.b.a Tandem Construction - Amendment 1 - Increase in the amount of $600,000.00 (Capital Funds)

9.18 Approval of Parrish Community High School Classroom Addition - Substantial Completion - Agreement Between Owner and Williams Company Tampa (No Financial Impact)

9.19 Approval to Accept Donation of 2006 Pierce Contender Fire Truck for Manatee Technical College (Incoming Donation; MTC Program Fees)

9.20 Approval of Request to Declare Surplus and Dispose of District Vehicles (Possible Incoming Funds to General Fund)

9.21 Approval of Travel and Participation at the REC Foundation 2025 Southeast Regional Aerial Drone Championships in Lexington, South Carolina, April 13-15, 2025, for Students from Braden River Middle School (Multiple Funding Sources)

9.22 Approval for Winner and Three Runners-Up of the Manatee Regional Science and Engineering Fair to Attend and Compete in the Regeneron International Science and Engineering Fair in Columbus, Ohio, May 11-16, 2025 (Multiple Funding Sources)

10) REPORTS and PRESENTATIONS (Formerly Agenda #9)

10.1 2025 Summer Programs and Professional Learning Update

Mr. Derek Jensen, Deputy Superintendent of Instruction, and Mrs. Alison Nichols, Director of Elementary Curriculum, presented information regarding upcoming Summer Programs and Professional Learning opportunities.

Included in the presentation were the following topics:

- Alignment to the Strategic Plan
- SDMC Summer Programs
- Summer Programs – Statutory Requirement
- 3rd Grade Summer Reading Camp
- Rule 6A-6.053, District Comprehensive Evidence-Based Reading Plan
- Additional Summer Offerings
- Elementary
- Elementary/Secondary
- Secondary
- Changes to Summer Offerings
- Timeline for Summer Programs
- Summer Professional Learning
- Summer Calendar

The Board asked questions and held discussion throughout the presentation. Chair Choate thanked the instructional team for the recent STEM showcase.

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT ITEMS)

13.1 Motion for Approval of Budget Amendments for February 2025

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for February 2025.

13.2 Approval of New Job Description and Position of Guardian Weapons Detections Systems Technician

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray
SECONDER:	Heather Felton
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

Superintendent Wysong provided background regarding the necessity of the job description.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1. Motion to Move the Maintenance and Facilities Audit is Moved to After the Auditor General (September or October) and That the New Audit, If Needed, Will be Provided by the New Auditors, RSM

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray
SECONDER:	Heather Felton
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

Board Member Kennedy introduced Mr. Mark Smith, of Carr Riggs & Ingram, who spoke regarding a proposed change to the Scope of Work during 2024-2025 FY. Mr. James Daniel, Chairman of the Audit Committee, provided clarification regarding the Maintenance and Facility Audit (M&F Audit) and noted there was simply not enough time in the current contract, which ends June 30, 2025, for CRI to complete the audit.

Vice-Chair Spray noted while the M&F Audit was included with the original engagement plan for CRI to complete during the 2024-2025 FY, she expressed concern regarding the risk of overlapping contracts and tasks with new auditors (RSM) who begin their contract July 1, 2025, and the Auditor General who is actively completing their own audit of the District. Vice-Chair Spray stated she would not approve of an extension for CRI to complete the Maintenance and Facilities audit.

Rachel Sellers, Deputy Superintendent of Business Services, stated that the Auditor General will be completing the Operational audit with the plan to be completed with the topics of discussion by September. Mr. Joseph Ranaldi, Deputy Superintendent of Operations, also noted that the same employees providing information to the Attorney General's office and RSM, are also opening new schools, rezoning the District and facilitating the construction of two additional schools; the workload on the District employees would be significant.

Based on the limitation of staff in the District, it was proposed that the District wait to plan the M&F Audit until after the auditor general completes the operational audit in September.

15) ADDITIONAL PUBLIC COMMENT (IF NEEDED)

16) INFORMATION ONLY (No Board Action Required)

16.1. Year-To-Date Financial Statements Through February 28, 2025

16.2. Year-To-Date Charter School Financial Statement Summary Through February 28, 2025

16.3. School Safety Requirements and Monitoring Reports – 2024-2025 Quarter 3

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

18) UPDATES

18.1. INSTRUCTIONAL UPDATE

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

- Noted the recent STEM Showcase and thanked the District employees who made the event possible
- Upcoming District High School Proms
- SUNCOAST Remake Learning Days – free programing throughout four districts
- Noted upcoming competitions for CTE, ACT and HOSA

18.2. OPERATIONS UPDATE

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

- Job fairs (recent and upcoming and alternative pathways event)
- Updated Board with new fingerprinting requirements
- Food Services update
    - Congressman Vern Buchanan will recognize Braden River Middle School cafeteria manager, Ms. Kelly Taylor, with a Congressional Award
- Transportation Update

18.3. LEGAL DEPARTMENT UPDATE

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

- Noted a need for shade meeting with board and outside legal counsel regarding litigation
- Recent purchases for Rye and Artisan Lakes were completed

19) SUPERINTENDENT REMARKS

Superintendent Wysong updated the Board with the following:

- Thanked the Board for approving the consent agenda and highlighted key items
- Recent Event Project Teach and outstanding Chamber partnership to support the District
- Oneco and Blackburn School construction projects were opened to the students
- Noted the District – working through rezoning, map generation process
- Executive Briefing in California with Apple headquarters as well as Stanford college programs
- University of South Florida - participating Strengthening Leadership Cohort
- Strategic plan planning coming up
- Legislative update

20) BOARD COMMENTS

Board Member Felton
Board Member Felton addressed the following:

- Noted recent events in Tallahassee at New Board Training and FSBA Day in Legislature event
- Greater Florida Consortium event also in Tallahassee - spoke to many legislators regarding the loss of money to schools
- Noted the recent STEM Showcase
- Stated the *SHREK the Musical* at Parrish Community High School was outstanding
- Requested attendance of fellow Board members at Upcoming SOAR in FOUR event including a 5K

Board Member Kennedy
Board Member Kennedy spoke regarding the following:

- Noted his opinion of Legislature financial cuts and the impact it will have on advance course work
- Requested the District provide information to parents regarding the impact of legislative session
- Noted concern regarding a change allowing 14 and 15 year-olds working on school nights
- Thanked MSTV for the Pickle video and their hard work producing content for the District
- Noted attendance at recent Take Stock in Children event.

Board Member Tatem
Board Member Tatem addressed the following points:

- Safety briefing during the warmer weather, assume all bodies of water have an alligator – be safe
- Applauded the *SHREK the Musical* production by Parrish Community High School
- Noted recent and upcoming District visits

Vice-Chair Spray
Vice-Chair Spray provided an update on the following matters:

- Spoke regarding recent FSBA and GFCSB Tallahassee visits and noted the conversations with Legislatures regarding the proposed funding cuts
- Noted the District following the new fingerprint regulations
- Requested a potential Workshop regarding charter schools

Chair Choate
Chair Choate addressed the following:

- Thanked District staff for all the work
- Prom safety the upcoming week- safety during prom
- Wished sports teams good luck in play off season

21) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 12:24 PM.

_____
Chad Choate, III
Chairman

NOTICE
Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the

testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

AGENDA ITEM NO. 8.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Florida Retired Educators Association Essay Contest Winner

Executive Summary
Willis Elementary Fifth Grader Mark Eubanks, winner of the Manatee County Retired Educators Essay Contest, took third in the Florida Retired Educators Association's statewide Essay Contest for his essay titled "Chess with My Grandma."

Mark and his parents have been invited to the FREA's convention in May in St. Augustine to receive a certificate, a poster of his essay and $50.

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, Community and Family Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 8.2

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
National Science Award

Executive Summary
On March 11, 2025 Lakewood Ranch High School senior Addison Shea attended a special event in Washington, D.C., hosted by America's longest running and most distinguished science and math competition – Regeneron Science Talent Search.

Forty finalists, including Ms. Shea, were honored during an award ceremony at the National Building Museum, where they were awarded more than $1.8 million in prizes for their groundbreaking research, exceptional problem-solving skills and potential to shape the future of STEM.

Ms. Shea received $25,000 as a finalist and joins a distinguished group of Science Talent Search alumni, many of whom have gone on to achieve world-changing careers in STEM, with some earning esteemed honors, including the Nobel Prize, National Medal of Science, and MacArthur Fellowship.

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, Community and Family Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 8.3

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Math Superstars

Executive Summary
Math Superstars-
The School Board celebrates the top three finishers in this year's Math Superstars competition, in both the Elementary and Middle School Divisions.
The competition and results were held and announced at the district's STEM Showcase, on April 5, 2025, at the Bradenton Area Convention Center.

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, Community and Family Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 8.4

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
State Champion Weightlifters

Executive Summary
The School Board and Superintendent Wysong celebrate State Weightlifting Champions.

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, Community and Family Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 10.1

School Board of Manatee County
April 29, 2025 - 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)

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

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

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
HR Board Material 4.29.25 Meeting Updated 4.25.25

Hire

Administrative

Type	Name	Department/Location	Position	Effective Date
Hire	Davis, Renee	Personnel	Spec, Position Management (Range $48,813 - $91,101)	3-27-2025
Hire	Williams, Brandy	Buffalo Creek Middle School	Behavior Specialist (Range $54,472 - $99,309)	3-30-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Hire	Alvarez, Rosaih	Samoset Elementary School	Tchr Aide, ESE	3-30-2025
Hire	Barnett, Courtney	Palmetto Elementary School	Tchr Aide, ESE, 1:1	3-31-2025
Hire	Bautista, Adelaida	Palmetto Elementary School	Tchr Aide, ESOL	4-1-2025
Hire	Gallagher, Susan	Food & Nutrition Services	Worker, Food Service-5 hr	4-13-2025
Hire	Mathis, Hayley	Kinnan Elementary School	Tchr Aide, ESE	3-31-2025
Hire	McNeely, Christine	Prine Elementary School	Tchr Aide, ESE	3-31-2025
Hire	Reo, Denise	Abel Elementary School	Tchr Aide, ESE, 1:1	3-31-2025
Hire	Rodriguez Rodriguez, Jorge	Maintenance & Operations	Operator, Special Equipment	4-7-2025
Hire	Sanchez, Ruth	Food & Nutrition Services	Worker, Food Service-6 hr	3-31-2025
Hire	Segura del Pozo, Sonalis	Braden River High School	Custodian 8 Hr	4-7-2025
Hire	Sullivan, Christine	Nolan Middle School	Nurse, School, LPN	4-13-2025
Hire	Tolly, Lena	Prine Elementary School	Tchr Aide, ESE, 1:1	3-31-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Hire	Costides, Leslie	Lakewood Ranch High School	Tchr, Mathematics, HS Golden Gate University Req. #12622	3-30-2025
Hire	Habig, Tyler	Parrish Community High School	Tchr, Music, HS University of Cincinnati Req. #12798	3-31-2025
Hire	Kearney, Vernon	Southeast High School	Tchr, EBD/SC Lane College Req. #12805	3-30-2025
Hire	Mitchell, Branden	Manatee Elementary School	Tchr, Physical Educ, ES Grace University Req. #12750	3-31-2025
Hire	Pippins III, Jerry	Manatee High School	Tchr, Social Studies, HS University of South Florida Req. #12474	3-30-2025
Hire	Yavalar, Tyler	Lee Middle School	Specialist, Student Support University of South Florida Req. #12589	3-31-2025

Promotion

Administrative

Type	Name	Department/Location	Position	Effective Date
Promotion	Killian, Kathryn	From: Gullett Elementary School To: Lake Manatee K-8	From: Curriculum Coord, Other School To: Assistant Principal, MS	6-1-2025
Promotion	Whightsel, Kristina	From: Harvey Elementary School To: Harvey Elementary School	From: Assistant Principal, ES To: Sr. Asst. Principal	6-1-2025

Resignation

Administrative

Type	Name	Department/Location	Position	Effective Date
Resignation	Allen, Brenna	Palmetto Elementary School	Coord, School	5-31-2025
Resignation	Bauer, Matthew	Information Technology	Supervisor, Network Services	4-18-2025
Resignation	Cinque, Stephanie	Pupil Personnel Services	School Multi-Tiered Supp Spec.	4-5-2025
Resignation	Flores, Cynthia	Early Learning	Early Learn Spec, Compliance	4-26-2025
Resignation	Johnston, Koraline	Freedom Elementary School	Behavior Specialist	5-31-2025
Resignation	Kaepernik, Jennifer	Federal Programs and Grants	Analyst, Budget I	4-19-2025
Resignation	Laliberte, Shirley	Payroll	Coord, Payroll	4-19-2025
Resignation	Perez, Michael	Southeast High School	Asst Principal, HS	7-1-2025
Resignation	Villalobos-Leon, Claudia	Early Learning	Spec, Child Find	4-5-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Resignation	Alvarez Gonzalez, Ma Guadalupe	Jain Middle School	Custodian 8 Hr	3-28-2025
Resignation	Arteman, Melissa	Lakewood Ranch High School	Asst, School Clerical, 10 Mo	4-9-2025
Resignation	Arthur, Rebecca	Food & Nutrition Services	Worker, Food Service-6 hr	4-2-2025
Resignation	Bautista, Marilin	Johnson K-8 Sch of Int Studies	Custodian 8 Hr	3-28-2025
Resignation	Bianchi, Gina	Food & Nutrition Services	Manager, Cafeteria I	3-29-2025
Resignation	Bonza, Dawn	Parrish Community High School	Tchr Aide, ESE, 1:1	4-12-2025
Resignation	Buzbee, Phillip	School Bus Transportation	Bus Aide	4-3-2025
Resignation	Bystedt, Monica	Williams Elementary School	Asst, School Clerical, 10 Mo	4-13-2025
Resignation	Calandrino, Rose	Jain Middle School	Asst, School Clerical, 10 Mo	6-3-2025
Resignation	Carrasco Perez, Rander	Haile Middle School	Custodian 8 Hr	4-2-2025
Resignation	Castro, Leticia	Payroll	Spec, Payroll	3-28-2025
Resignation	Centeno, Esperanza	Food & Nutrition Services	Worker, Food Service-6 hr	4-4-2025
Resignation	Delgado, Sandra	Lee Middle School	Asst, School Clerical, 10 Mo	5-31-2025
Resignation	Diaz Rivera, Jose	Payroll	Spec, Senior Payroll	4-5-2025
Resignation	Dolan, Matthew	Harvey Elementary School	Custodian 8 Hr	4-5-2025
Resignation	Glover, Timothy	Personnel Non-Allocated	Unassigned, Teacher Assistant	4-3-2025
Resignation	Griswold, Allison	Kinnan Elementary School	Tchr Aide, ESE	4-12-2025
Resignation	Hickman, Lawrence	Security	Safety Guardian	4-26-2025
Resignation	Kime, Grace	Blackburn Elementary School	Tchr Aide, ESE, 1:1	5-31-2025
Resignation	Mayfield, Teanika	School Bus Transportation	Bus Aide	3-15-2025
Resignation	Molina, Carlos	Food & Nutrition Services	Worker, Food Service-6 hr	4-12-2025
Resignation	Navis Torres, Laura	School Bus Transportation	Bus Aide	4-3-2025
Resignation	Pietri, Geraldine	School Bus Transportation	Bus Aide	3-15-2025
Resignation	Villanueva, Valeria	Manatee Technical College	Custodian 8 Hr	3-29-2025
Resignation	Wimberly, Shandrica	Palmetto Elementary School	Tchr Aide, ESE, 1:1	4-2-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Resignation	Bernhardt, Michelle	Daughtrey Elementary School	Second Grade Teacher	5-24-2025
Resignation	Boyle, Lauren	Prine Elementary School	Third Grade Teacher	5-31-2025
Resignation	Buky-Kasten, Nicole	Stewart Elementary School	Kindergarten Teacher	7-1-2025
Resignation	Cestero, Ashley	Manatee Technical College	Instructor, Dental Asst	6-30-2025
Resignation	Drake, Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	5-31-2025
Resignation	Dyer, Kristi	McNeal Elementary School	Tchr, VE	5-31-2025
Resignation	Fulmer, Ashlie	McNeal Elementary School	Specialist, Student Support	5-31-2025
Resignation	Gulbrandsen, Jessica	Bashaw Elementary School	Kindergarten Teacher	2-23-2025
Resignation	Hall, Thomas	Sugg Middle School	Tchr, Science, MS	3-2-2025
Resignation	Harrell, Trisha	Prine Elementary School	Third Grade Teacher	5-31-2025
Resignation	Hartmann, Courtney	Johnson K-8 Sch of Int Studies	Fifth Grade Teacher	2-2-2025
Resignation	Huebner, Cheyenne	Samoset Elementary School	Fifth Grade Teacher	5-24-2025
Resignation	Ieraci, Danielle	Sugg Middle School	Specialist, Student Support	5-25-2025
Resignation	Ingham, Gwyneth	McNeal Elementary School	Second Grade Teacher	5-24-2025
Resignation	Ketterman, Caitlin	Prine Elementary School	Tchr, ASD	6-2-2025
Resignation	Kiraly, Raquel	King Middle School	Tchr, Social Studies, MS	5-25-2025
Resignation	Leahy, Thomas	Braden River High School	Tchr, Technology	3-29-2025
Resignation	Leonard, Samantha	Stewart Elementary School	Tchr, Art, ES	5-31-2025
Resignation	Lillemon, Samantha	Moody Elementary School	Tchr, VE/SC	5-31-2025
Resignation	Marques, Rachel	Harvey Elementary School	Second Grade Teacher	5-31-2025
Resignation	Mcelhiney, Whitney	Braden River Elementary School	Third Grade Teacher	3-1-2025
Resignation	Meilan, Angela	Samoset Elementary School	Third Grade Teacher	5-31-2025
Resignation	Navarra, Samara	Harvey Elementary School	Second Grade Teacher	5-31-2025
Resignation	Ping, Ashley	Freedom Elementary School	Kindergarten Teacher	5-31-2025
Resignation	Radaszewski, Anthony	Williams Elementary School	Third Grade Teacher	3-2-2025
Resignation	Rigney, Heather	Nolan Middle School	Specialist, Student Support	4-5-2025
Resignation	Riley, Tasheta	Braden River Middle School	Tchr, Reading, MS	5-31-2025
Resignation	Tucker, Janele	Daughtrey Elementary School	Third Grade Teacher	2-16-2025
Resignation	Walker, Amber	Braden River Elementary School	Third Grade Teacher	5-24-2025
Resignation	Whitlock, Paige	Prine Elementary School	Third Grade Teacher	5-31-2025
Resignation	Wood, Terry	Prine Elementary School	Tchr, VE/SC	5-31-2025

Resignation During Investigation

Educational Support

Type	Name	Department/Location	Position	Effective Date
Resignation During Investigation	Williams, Jarrett	Gullett Elementary School	Fifth Grade Teacher	4-23-2025

Added 4/25/25

Retirement

Administrative

Type	Name	Department/Location	Position	Effective Date
Retirement	Galindo, Jeanne 35 Years of Service	Lakewood Ranch High School	Asst Principal, HS	7-1-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Retirement	Bradin, Regina 5.30 Years of Service	Tara Elementary School	Registrar, School I, ES	7-1-2025
Retirement	Dilandro, Laura 24.40 Years of Service	Harvey Elementary School	Tchr Aide, ES	5-31-2025
Retirement	Dunning, Vicki 18.60 Years of Service	Anna Maria Elementary School	Nurse, School, LPN	8-1-2025
Retirement	Heath, Heather 8 Years of Service	Food & Nutrition Services	Worker, Food Service-6 hr	8-1-2025
Retirement	Johnson, Annie 21.40 Years of Service	School Bus Transportation	Bus Aide	5-30-2025
Retirement	Martin, Sherry 16.10 Years of Service	Food & Nutrition Services	Worker, Food Service-5 hr	5-31-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Retirement	Bryan-Beachler, Daniel 37.80 Years of Service	Lakewood Ranch High School	Tchr, Language Arts, HS	7-1-2025
Retirement	Eller, Steve 29 Years of Service	Braden River High School	Tchr, Science, HS	6-3-2025
Retirement	Engram, Lisa 33 Years of Service	Manatee Elementary School	Third Grade Teacher	5-31-2025
Retirement	Girofalo, Debra Lee 7 Years of Service	Bayshore Elementary School	Tchr, ASD	5-31-2025
Retirement	Hudson, Lynn 35 Years of Service	Moody Elementary School	Kindergarten Teacher	5-31-2025
Retirement	Mainer, Angela 14.44 Years of Service	Lincoln Memorial Middle School	Specialist, Student Support	5-31-2025
Retirement	Rahn, Laurie 21.70 Years of Service	Willis Elementary School	Second Grade Teacher	6-1-2025
Retirement	Townsend, Sharon 28 Years of Service	Sea Breeze Elementary School	Second Grade Teacher	6-1-2025

Termination

Educational Support

Type	Name	Department/Location	Position	Effective Date
Term During Probation	Alvarado, Marjulie	Prine Elementary School	Tchr Aide, ESE	4-3-2025
Term During Probation	Avila Lopez, Maryuri	Dropout Prevention & Alt Ed	Custodian 8 Hr	4-12-2025
Job Abandonment	Hainka, Ryan	Harvey Elementary School	Custodian 8 Hr	4-3-2025
Job Abandonment	Lawrence, Shamica	School Bus Transportation	Bus Aide	4-4-2025
Term During Probation	Lopez, Aidali	Bashaw Elementary School	Tchr Aide, ES, Title I	4-11-2025
Term During Probation	Mestre, Erle	Dropout Prevention & Alt Ed	Custodian 8 Hr	4-5-2025
Term During Probation	Sleigh, Kristen	Manatee High School	Custodian 8 Hr	4-10-2025
Term During Probation	Spampanato, Karen	Food & Nutrition Services	Worker, Food Service-5 hr	3-25-2025
Term During Probation	Willard, Barbara	Willis Elementary School	Custodian 8 Hr	4-3-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Term During Probation	Bugg, Andrew	Lincoln Memorial Middle School	Tchr, Social Studies, MS	3-15-2025
Job Abandonment	Gibson, Dana	McNeal Elementary School	Tchr, Gifted	3-24-2025
Job Abandonment	Jaimes, Maria	Samoset Elementary School	Second Grade Teacher	3-24-2025
Job Abandonment	Mccarthy, Kayla	Parrish Community High School	Tchr, Science, HS	3-24-2025

Death

Administrative

Type	Name	Department/Location	Position	Effective Date
Death	Hitchcock, Karen	Personnel Non-Allocated	Spec, Position Management	3-21-2025

Transfer

Administrative

Type	Name	Department/Location	Position	Effective Date
Transfer	Violette, David	From: Willis Elementary School To: Professional Support Center	From: Librarian / Media Spclst, ES To: Specialist, Instructional	3-16-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Afza, Mussarat	From: Wakeland Support Center To: Haile Middle School	From: Food Service-5 hr, Floater To: Worker, Food Service-6 hr	3-30-2025
Transfer	Alexandrea, Gregory	From: Southeast High School To: Bayshore High School	From: Athletic Coach To: Athletic Coach	3-23-2025
Transfer	Alvarez-Leal, Nayely	From: Professional Support Center To: Professional Support Center	From: Asst, School Clerical, 10 Mo To: Secretary, Administration	3-30-2025
Transfer	Bauer, Patcharin	From: Harllee Middle School To: Harllee Middle School	From: Worker, Food Service-5 hr To: Worker, Food Service-6 hr	3-30-2025
Transfer	Bouie, Royale	From: Matzke Support Center To: Matzke Support Center	From: Bus Aide To: Bus Driver	4-13-2025
Transfer	Chavez, Margarita	From: Oneco Elementary School To: Professional Support Center	From: Asst, School Clerical, 10 Mo To: Data Entry Operator, ATT/SW	4-13-2025
Transfer	Custodio, Leila	From: Wakeland Support Center To: Palmetto High School	From: Worker, Food Service-5 hr To: Worker, Food Service-5 hr	4-13-2025
Transfer	Garcias Valero, Pedro Pablo	From: Matzke Support Center To: Matzke Support Center	From: Bus Aide To: Bus Driver	3-30-2025
Transfer	Gibson, Dashena	From: Matzke Support Center To: Matzke Support Center	From: Bus Aide To: Bus Driver	4-13-2025
Transfer	Heffner, Teresa	From: Palmetto High School To: Palmetto High School	From: Worker, Food Service-5 hr To: Worker, Food Service-6 hr	4-13-2025
Transfer	Hines, Tiffany	From: Horizons Academy To: ESE Department	From: Paraprofessional, ESE 6-21 yrs To: Tchr Aide, ESE, 1:1	4-13-2025
Transfer	Kelly, Lauren	From: ESE Department To: ESE Department	From: Clinic Attendant/Health Aide To: Tchr Aide, ESE, 1:1	4-6-2025
Transfer	Litanon, Pierre Art	From: Braden River High School To: Mills Elementary School	From: Custodian 8 Hr To: Custodian 8 Hr	4-13-2025
Transfer	Lozano, Alicia	From: Buffalo Creek Middle School To: Buffalo Creek Middle School	From: Worker, Food Service-6 hr To: Worker, Food Service-7 hr	3-30-2025
Transfer	McKenzie, Deidre	From: Matzke Support Center To: Matzke Support Center	From: Bus Aide To: Bus Driver	3-30-2025
Transfer	Munoz Pirela, Mayneer	From: Kinnan Elementary School To: Kinnan Elementary School	From: Custodian 8 Hr To: Head Custodian I	3-30-2025
Transfer	Otto, Julie	From: Nolan Middle School To: Nolan Middle School	From: Asst, School Clerical, 10 Mo To: Registrar, School I, MS	4-13-2025
Transfer	Presha, Haroleasha	From: Matzke Support Center To: Matzke Support Center	From: Bus Aide To: Bus Driver	3-30-2025
Transfer	Sahlmann, Sabine	From: SDMC School Support Center To: SDMC School Support Center	From: Spec, Payroll To: Spec, Senior Payroll	4-13-2025
Transfer	Shiebler, Debby	From: Braden River Middle School To: Blackburn Elementary School	From: Worker, Food Service-6 hr To: Worker, Food Service-6 hr	4-13-2025

AGENDA ITEM NO. 10.2

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
OOF Content 4.29.25 Meeting
OOF ESOL 4.29.25 Meeting
OOF Reading 4.29.25 Meeting

Out of Field Content 4/29/2025 Board Meeting

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description	Due Date
Chandler,Braden E.	Braden River High School	Tchr, VE	Exceptional Student Education K-12	5/31/2029
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Exceptional Student Education K-12	2/20/2028
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	11/14/2027
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2027
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/20/2027
Barker,Riane	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	2/19/2027
Welch,Robert	Sugg Middle School	Tchr, EBD/SC	Elementary Education K-6	12/2/2026
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	11/14/2026
Lazzari,Michael	Palmetto High School	Tchr, IND/SC	Elementary Education K-6	5/31/2026
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2026
Bertrand,Amanda Louise	McNeal Elementary School	Kindergarten Teacher	Gifted Endorsement Class 3	5/31/2026
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	English 6-12	2/20/2026
Barker,Riane	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/16/2026
Munn,Kristen M	Palm View K-8 School	Teacher, Woz Support, ES	Elementary Education K-6	2/12/2026
Calhoun,Katharine Esther	Bayshore High School	Tchr, VE	Mathematics 6-12	2/7/2026
Mclellan,Denise M.	Bayshore High School	Tchr, IND/SC	Art K-12	2/7/2026
Lewis,Nicholas	Palm View K-8 School	Tchr, Music, MS	Elementary Education K-6	2/7/2026
Narvaez,Cristina	Palmetto Elementary School	Tchr, ASD	Elementary Education K-6	2/7/2026
Thomas-Stockner,Brigid A.	Palmetto High School	Tchr, Reading, HS	English 6-12	2/7/2026
Malone,Christopher	Sugg Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	2/7/2026
Mccoy,Vivian	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/7/2026
Lillemon,Samantha	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	2/7/2026
Briggs,Jonathan David	King Middle School	Tchr, Business Technology	Engineering and Technology Education	2/7/2026
Galati,Natasha	King Middle School	Tchr, ASD	Middle Grades General Science 5-9	2/7/2026
Hoffman,Dawn Renee	Abel Elementary School	Tchr, ASD	Elementary Education K-6	2/7/2026
Cerpa,Lucy	Braden River Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	2/7/2026
Schultz,Stephen James	Lakewood Ranch High School	Tchr, IND/SC	Mathematics 6-12	2/7/2026
Schultz,Stephen James	Lakewood Ranch High School	Tchr, IND/SC	Social Science 6-12	2/7/2026
Sanders,Tracy L.	Horizons Academy	Tchr, VE	Middle Grades Mathematics 5-9	2/7/2026
Sanders,Tracy L.	Horizons Academy	Tchr, VE	Middle Grades General Science 5-9	2/7/2026
Sanders,Tracy L.	Horizons Academy	Tchr, VE	Social Science 6-12	2/7/2026
Austin,Paula	Kinnan Elementary School	Third Grade Teacher	Middle Grades Mathematics 5-9	2/7/2026
Conklin,Gregory Steven	Freedom Elementary School	Tchr, VE	Elementary Education K-6	2/7/2026
Wilson,Eugena C.	Freedom Elementary School	Third Grade Teacher	Elementary Education K-6	2/7/2026
French,Jennifer B.	Willis Elementary School	Third Grade Teacher	Elementary Education K-6	2/7/2026
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, IND/SC	Exceptional Student Education K-12	2/7/2026
Hall,Stephanie	Jain Middle School	Tchr, IND/SC	Elementary Education K-6	2/7/2026
Horn,Kayla Anne	Bayshore Elementary School	Tchr, STEM	Elementary Education K-6	2/3/2026
Quirino,Amanda	Blackburn Elementary School	Second Grade Teacher	Elementary Education K-6	1/21/2026
Jenkins,Shamika	Access to Education	Tchr, VE/SC	Elementary Education K-6	1/19/2026
Jenkins,Shamika	Access to Education	Tchr, VE/SC	Exceptional Student Education K-12	1/19/2026
Toglia,Sabrina	Sea Breeze Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/5/2026
Welch,Robert	Sugg Middle School	Tchr, EBD/SC	Exceptional Student Education K-12	12/2/2025
Ottlinghaus,William Patrick	Lee Middle School	Tchr, Mathematics, MS	Mathematics 6-12	12/2/2025
Binks,Hilary	Harvey Elementary School	Tchr, ASD	Elementary Education K-6	12/2/2025
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	11/14/2025
Walter,Tabetha A	Braden River High School	Tchr, Drama, HS	Drama 6-12	11/14/2025
Brod,Leah Bea	Bayshore Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	11/6/2025
Cansdale,Emma Mary	Samoset Elementary School	Fourth Grade Teacher	Elementary Education K-6	10/27/2025
Ison,Kevin Ryan	Mills Elementary School	Tchr, STEM	Elementary Education K-6	10/27/2025
Misla,Rebecca M	Braden River Elementary School	Tchr, Art, ES	Elementary Education K-6	9/30/2025
Sabatino,Michael	Mills Elementary School	Tchr, EBD/SC	Exceptional Student Education K-12	9/16/2025
Rath,Halen Chrisitian	Bayshore Elementary School	Tchr, VE/SC	Elementary Education K-6	8/1/2025
Wood,Terry Annette	Prine Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/1/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, ASD	Middle Grades Mathematics 5-9	8/1/2025
Townson,Dana D.	Bayshore High School	Tchr, Electronics	Engineering and Technology Education	5/31/2025
Wilcox,Jennifer Elaine	Bayshore High School	Tchr, VE	Mathematics 6-12	5/31/2025
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Denise,Abigail	Manatee Elementary School	Reading Coach, ES	Exceptional Student Education K-12	5/31/2025
Engram,Leah Sharai	Manatee Elementary School	Counselor, ES	Exceptional Student Education K-12	5/31/2025
Shimmell,Mercedes	Manatee Elementary School	Kindergarten Teacher	PreKindergarten/Primary Education PK-3	5/31/2025
Bollmeyer,Lyn M	Manatee High School	Tchr, Art, HS	Art K-12	5/31/2025
Kilkowski,Harry J	Manatee High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2025
Manion,Kyle	Manatee High School	Tchr, VE	Middle Grades General Science 5-9	5/31/2025
Manion,Kyle	Manatee High School	Tchr, VE	Social Science 6-12	5/31/2025
Manion,Kyle	Manatee High School	Tchr, VE	Exceptional Student Education K-12	5/31/2025
Huber,Kelly E.	Myakka Elementary School	Fifth Grade Teacher	Elementary Education K-6	5/31/2025
Allen,Kayci Ann	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2025
Arambulo,Patricia	Rogers Garden-Bullock ES	Fourth Grade Teacher	Elementary Education K-6	5/31/2025
Cummings,Stacy A.	Rogers Garden-Bullock ES	Fifth Grade Teacher	Elementary Education K-6	5/31/2025
Daum,Jennifer	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Johnson,Jalla Shandell	Rogers Garden-Bullock ES	Tchr, Third Grade	English 6-12	5/31/2025

Out of Field Content 4/29/2025 Board Meeting

Ciasto,Kailah Marie	Palm View K-8 School	Fourth Grade Teacher	Elementary Education K-6	5/31/2025
Morvan,Rodney	Palmetto High School	Tchr, Technology	Engineering and Technology Education	5/31/2025
Thomas,Alex H	Palmetto High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2025
Cheek,Jeremiah James	Southeast High School	Tchr, Science, HS	Social Science 6-12	5/31/2025
Farrow,Brandon Joshua	Southeast High School	Tchr, IND/SC	Elementary Education K-6	5/31/2025
McNamara,Hailey Erica	Southeast High School	Tchr, Other Classroom	Business Education 6-12	5/31/2025
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	5/31/2025
Warnock,Amelia	Tillman Elementary School	Tchr, ASD	Exceptional Student Education K-12	5/31/2025
DHaiti,Joseph	Blackburn Elementary School	Tchr, IND/SC	Elementary Education K-6	5/31/2025
Salinas Carias,Stephanie G.	Sugg Middle School	Tchr, ESOL Resource	English 6-12	5/31/2025
Alvarez,Kaitlyn	Moody Elementary School	Second Grade Teacher	Elementary Education K-6	5/31/2025
Davis,Aleceya	Moody Elementary School	Fifth Grade Teacher	Elementary Education K-6	5/31/2025
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Music K-12	5/31/2025
Ebert,Christian	King Middle School	Tchr, IND/SC	Elementary Education K-6	5/31/2025
Ebert,Christian	King Middle School	Tchr, IND/SC	Exceptional Student Education K-12	5/31/2025
Fontaine,Francine	King Middle School	Tchr, EBD/SC	Middle Grades English 5-9	5/31/2025
Fontaine,Francine	King Middle School	Tchr, EBD/SC	Middle Grades Mathematics 5-9	5/31/2025
Fontaine,Francine	King Middle School	Tchr, EBD/SC	Middle Grades General Science 5-9	5/31/2025
Galati,Natasha	King Middle School	Tchr, ASD	Middle Grades English 5-9	5/31/2025
Galati,Natasha	King Middle School	Tchr, ASD	Middle Grades Mathematics 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades English 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	English for Speakers of Other Languages (ESOL) K-12	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades Mathematics 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades General Science 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades Social Science 5-9	5/31/2025
Perez,Charlene Rene	King Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2025
Czajkowski,Krista	Stewart Elementary School	Tchr, VE	Elementary Education K-6	5/31/2025
Bratton,Kamille J	Bashaw Elementary School	Tchr, EBD/SC	Exceptional Student Education K-12	5/31/2025
Drendel,Karrie	Bashaw Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Rycerz,Cynthia	Braden River Elementary School	Tchr, ASD	Elementary Education K-6	5/31/2025
Massa,Melissa	Braden River Middle School	Tchr, Mathematics, MS	Middle Grades General Science 5-9	5/31/2025
Bayliss,Kathleen C.	Sea Breeze Elementary School	Tchr, Pre-K Integrated	PreKindergarten Disabilities Endorsement	5/31/2025
Bayliss,Kathleen C.	Sea Breeze Elementary School	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2025
Sabo,Terry	Johnson K-8 Sch of Int Studies	Tchr, EBD/SC	Exceptional Student Education K-12	5/31/2025
Sidonio,Jenna	Witt Elementary School	Tchr, EBD/SC	Elementary Education K-6	5/31/2025
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	Biology 6-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	English for Speakers of Other Languages (ESOL) Endorsment	5/31/2025
Pimentel,Yris	Horizons Academy	Tchr, ESOL Resource	Elementary Education K-6	5/31/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Third Grade Teacher	Exceptional Student Education K-12	5/31/2025
Bankovich,Hilari Leigh	Nolan Middle School	Tchr, IND/SC	Elementary Education K-6	5/31/2025
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, ASD	Middle Grades English 5-9	5/31/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, ASD	Social Science 6-12	5/31/2025
Benton,Larry D.	Lee Middle School	Tchr, IND/SC	Hearing Impaired K-12	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, ASD	Hearing Impaired K-12	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, ASD	Middle Grades Mathematics 5-9	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, ASD	Middle Grades Social Science 5-9	5/31/2025
Shelby,Tiara Danielle	Lee Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2025
Chandler,Braden E.	Braden River High School	Tchr, VE	Middle Grades General Science 5-9	5/31/2025
Chandler,Braden E.	Braden River High School	Tchr, VE	Social Science 6-12	5/31/2025
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, EBD/SC	Art K-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, EBD/SC	Mathematics 6-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, EBD/SC	Physical Education K-12	5/31/2025
Jendro,Amy Lea	McNeal Elementary School	Counselor, ES	Educational Media Specialist PK-12	5/31/2025
Davis,Stacy	Freedom Elementary School	Tchr, VE	Elementary Education K-6	5/31/2025
Hughes,Holley	Freedom Elementary School	Fourth Grade Teacher	Elementary Education K-6	5/31/2025
Lindquist,Katie	Freedom Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Tovell,Andrew	Freedom Elementary School	Second Grade Teacher	Elementary Education K-6	5/31/2025
Anderson,Nadine P	Buffalo Creek Middle School	Tchr, Business Technology	Business Education 6-12	5/31/2025
Zaccaria,Amanda	Buffalo Creek Middle School	Tchr, Comm Syst Tech Ed	Engineering and Technology Education	5/31/2025
Zonta,Joshua J	Buffalo Creek Middle School	Tchr, IND/SC	Elementary Education K-6	5/31/2025
D'Urso,Caitlyn	Parrish Community High School	Tchr, Science, HS	Chemistry 6-12	5/31/2025
Driggers,Katherine	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	5/31/2025
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, ESOL Resource, MS	Middle Grades English 5-9	5/31/2025
Leonard II,William Fred	Lincoln Memorial Middle School	Tchr, EBD/SC	Hearing Impaired K-12	5/31/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
Critzer,Michael	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	3/31/2025
Luther,Shannon	Braden River High School	Tchr, IND/SC	Elementary Education K-6	2/20/2025
Luther,Shannon	Braden River High School	Tchr, IND/SC	Exceptional Student Education K-12	2/20/2025
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Social Science 6-12	2/20/2025
Sharbono,Christian C	Horizons Academy	Tchr, VE	English 6-12	2/7/2025
Jones Jr,Thirus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	2/5/2025

Out of Field Content 4/29/2025 Board Meeting

Baxter,Maurice R.	Manatee Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Second Grade Teacher	Elementary Education K-6	2/2/2025
Napoli,Danielle	Bashaw Elementary School	Fourth Grade Teacher	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Fifth Grade Teacher	Elementary Education K-6	1/31/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, ASD	Elementary Education K-6	1/30/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	Elementary Education K-6	1/16/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Steffensen,Kira	Daughtrey Elementary School	Second Grade Teacher	Elementary Education K-6	1/5/2025
Conrad,Natalie Nicole	Bayshore High School	Tchr, Science, HS	Middle Grades Mathematics 5-9	11/27/2024
Bartens,Jennifer Ann	Oneco Elementary School	Kindergarten Teacher	PreKindergarten/Primary Education PK-3	11/3/2024
Healy,Kelli Randa	Braden River High School	Tchr, IND/SC	Elementary Education K-6	11/1/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Smith,Carleen M.	Manatee Elementary School	Kindergarten Teacher	Elementary Education K-6	9/22/2024
Rupp,Michael	Bayshore High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Shimmell,Mercedes	Manatee Elementary School	Kindergarten Teacher	Elementary Education K-6	5/31/2024
Bragg,William E	Manatee High School	Tchr, ESOL Resource	World Language – Spanish K-12	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, HS Classroom	World Language – Spanish K-12	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Second Grade Teacher	Elementary Education K-6	5/31/2024
Griggs,Rachel Louise	Samoset Elementary School	Third Grade Teacher	Elementary Education K-6	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Reading, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Social Studies, MS	Business Education 6-12	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, ASD	Elementary Education K-6	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, EBD/SC	Middle Grades Mathematics 5-9	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	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
Burke,Catherine A.	Witt Elementary School	Fifth Grade Teacher	Exceptional Student Education K-12	5/31/2024
Long,Benjamin R.	Lakewood Ranch High School	Tchr, Technology	Business Education 6-12	5/31/2024
Hermann,Mark L.	Nolan Middle School	Tchr, VE	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Social Studies, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Mulligan,Christina	McNeal Elementary School	Third Grade Teacher	PreKindergarten/Primary Education PK-3	5/31/2024
Greene,Kristin Steele Inderwiesen	Freedom Elementary School	First Grade Teacher	Elementary Education K-6	5/31/2024
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	Mathematics 6-12	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	Middle Grades English 5-9	5/31/2024
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, EBD/SC	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, ASD	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
Pavon,Ana Gabriela	Williams Elementary School	First Grade Teacher	Educational Media Specialist PK-12	1/17/2024
Hodge,Toni Ann	Willis Elementary School	Fourth Grade Teacher	Autism Endorsement Year 2	12/13/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Horwitz,Chad Stephan	Horizons Academy	Specialist, Student Support	Middle Grades General Science 5-9	10/30/2023
Esposito,Juliette	Parrish Community High School	Tchr, Social Studies, HS	Elementary Education K-6	10/30/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, ASD	PreKindergarten Disabilities Endorsement	10/22/2023
Riggio,Joseph M	Tillman Elementary School	Tchr, Art, ES	Elementary Education K-6	10/22/2023
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
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Maluchnik,Theresa Ann	Haile Middle School	Tchr, Social Studies, MS	English for Speakers of Other Languages (ESOL) K-12	8/1/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
Couvertier,Martha	Manatee Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Fourth Grade Teacher	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	Second Grade Teacher	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
Fishman,Farrah	Oneco Elementary School	Second Grade Teacher	Elementary Education K-6	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	First Grade Teacher	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Second Grade Teacher	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	First Grade Teacher	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Royer,Madison	Moody Elementary School	Fourth Grade Teacher	Biology 6-12	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Second Grade Teacher	Elementary Education K-6	5/31/2023

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Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Second Grade Teacher	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, IND/SC	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Fourth Grade Teacher	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Franklin,Katrina N.	Manatee Elementary School	Third Grade Teacher	Elementary Education K-6	11/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Third Grade Teacher	Gifted Endorsement Class 2	11/1/2022
Upson,Stephanie	Williams Elementary School	Second Grade Teacher	English 6-12	11/1/2022
Day,Christina Lynn	Braden River Middle School	Tchr, EBD/SC	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	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
Dorman,Brianne	Sea Breeze Elementary School	Kindergarten Teacher	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
Brod,Leah Bea	Bayshore Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	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
Artis,Heather E.	Rogers Garden-Bullock ES	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Geldmaker,Stephanie	Sugg Middle School	Tchr, VE	Elementary Education K-6	5/31/2022
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Third Grade Teacher	Educational Media Specialist PK-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, ASD	Autism Endorsement Year 2	5/31/2022
Wright,Kimberly	Horizons Academy	Specialist, Student Support	Mathematics 6-12	5/31/2022
John,Melissa K.	Williams Elementary School	Second Grade Teacher	Exceptional Student Education K-12	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, VE/SC	Elementary Education K-6	5/31/2022
Hodge,Doni E.	Samoset Elementary School	Fourth Grade Teacher	Educational Media Specialist PK-12	5/1/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	First Grade Teacher	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	First Grade Teacher	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	First Grade Teacher	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, STEM	Exceptional Student Education K-12	12/2/2021
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
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Specialist, Student Support	World Language – Spanish K-12	10/11/2021
Searls,Darvin L.	Southeast High School	Specialist, Student Support	Exceptional Student Education K-12	10/8/2021
Guth,Andrea	Kinnan Elementary School	Kindergarten Teacher	Elementary Education K-6	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor, MS	Middle Grades English 5-9	9/30/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Spec, Media, ES	Middle Grades General Science 5-9	9/24/2021
Fraley,Leah Nicole	Bayshore Elementary School	Kindergarten Tchr	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, ESOL Resource	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
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, ASD	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Reynolds Sr,Kyler Demarco	Samoset Elementary School	Specialist, Student Support	Mathematics 6-12	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Business Technology	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Ngo,Jacqueline L	Blackburn Elementary School	First Grade Teacher	World Language – Spanish K-12	5/31/2021
Ramirez,Maria Gabriela	Braden River Elementary School	Second Grade Teacher	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

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Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Steinberg,Brittney S	Daughtrey Elementary School	Kindergarten Teacher	Autism Endorsement Year 2	5/1/2021
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, STEM	Elementary Education K-6	12/2/2020
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
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020
Fraley,Leah Nicole	Bayshore Elementary School	Kindergarten Tchr	Autism Endorsement Year 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Third Grade Teacher	Elementary Education K-6	5/31/2020
Kearney Jr,Vernon Lenior	Southeast High School	Tchr, EBD/SC	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	Southeast High School	Tchr, Science, HS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Mills Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Daughtrey Elementary School	Kindergarten Teacher	Autism Endorsement Year 1	5/1/2020
Bailey,Beth	Sea Breeze Elementary School	Kindergarten Teacher	Exceptional Student Education K-12	5/1/2020
Mainer,Angela K	Lincoln Memorial Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
Kearney Jr,Vernon Lenior	Southeast High School	Tchr, EBD/SC	Elementary Education K-6	2/21/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Fifth Grade Teacher	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	Manatee High School	Tchr, Other Classroom	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, EBD/SC	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, EBD/SC	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, EBD/SC	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Bashaw Elementary School	Tchr, Pre-K	Elementary Education K-6	10/5/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, VE	Elementary Education K-6	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	First Grade Teacher	Elementary Education K-6	5/31/2019
Cromartie,Kiara Timesha	Lee Middle School	Tchr, Social Studies, MS	English 6-12	5/31/2019
Ramos,Laura Lili	Horizons Academy	Tchr, Critical Thinking	Middle Grades Mathematics 5-9	11/1/2018
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	Kindergarten Teacher	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

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EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description	Due Date
Burt,Thomas	Ballard Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Beverly,Camden Rain	Bayshore Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2026
BonRose,Kami Lee	Bayshore Elementary School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026
Fraley,Leah Nicole	Bayshore Elementary School	Kindergarten Tchr	ESOL End. Class 1	8/1/2026
Padilla,Christopher D	Bayshore Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Rath,Halen Chrisitian	Bayshore Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2026
Rostampour,Michael Maziar	Bayshore Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026
Stanley,Lauren Marie	Bayshore Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Baker,Caitlyn Alexandria	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Alfonso,Maridel Lonceroz	Manatee Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026
Huber,Kelly E.	Myakka Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026
Royston,Emily Elizabeth	Myakka Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026
Allen,Kayci Ann	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Bartens,Jennifer Ann	Oneco Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Dubernas,Melissa Noelle	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Wheeler,Lezlie Charlene	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2026
Arambulo,Patricia	Rogers Garden-Bullock ES	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026
Bartoo,Lyndsey	Rogers Garden-Bullock ES	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Munn,Kristen M	Palm View K-8 School	Teacher, Woz Support, ES	ESOL End. Class 1	8/1/2026
Gardner,Karen Rose	Palmetto Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2026
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026
Korompilas,Dena Alexandra	Prine Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Baar,Kaylene Jane	Daughtrey Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026
Hidalgo,Susel	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Miller,Elena Marie	Daughtrey Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Steffensen,Kira	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Taffuri,Diana J	Daughtrey Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2026
Rademacher,Haley Nicole	Samoset Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Farrow,Brandon Joshua	Southeast High School	Tchr, IND/SC	ESOL End. Class 1	8/1/2026
Bagwell,Tiffany	Tillman Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026
Malone,Meaghan	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Nestleroad,Chelsea	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Salinas Carias,Stephanie G.	Sugg Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2026
Welch,Robert	Sugg Middle School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026
Alvarez,Kaitlyn	Moody Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Carpenter,Melissa Kay	Moody Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Davis,Aleceya	Moody Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026
Gilsenan,Nicole	Moody Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Jenkins-Wade,Billie	Moody Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2026
Lillemon,Samantha	Moody Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2026
Cunningham,Sherry	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2026
Perez,Charlene Rene	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Hoffman,Dawn Renee	Abel Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2026
Martinez,Maria Jose	Abel Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Czajkowski,Krista	Stewart Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2026
Anderson,Micah Sarita	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Castiglioni,Emily	Bashaw Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Woods,Heather	Bashaw Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Manfredi,Jaden	Braden River Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026
Rycerz,Cynthia	Braden River Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2026
Gulsby,Nicole T.	Braden River Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026
Toglia,Sabrina	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Sidonio,Jenna	Witt Elementary School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026
Yates,Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Casteel,Kayla Jewel	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2026
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026

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Korns,Maria	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Barkasy,Theresa G	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Hamilton,Kara	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Kepler,Kalei	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Masterson,Bianca	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Mulligan,Christina	McNeal Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Davis,Stacy	Freedom Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2026
Tovell,Andrew	Freedom Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Sabatino,Michael	Mills Elementary School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026
Cingle,Brookelynn	Willis Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Dickens,Christina	Willis Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Hagan,Barbara	Willis Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Hunter,Hannah	Willis Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2026
Padro,Jaycey	Willis Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Senyshyn,Dana	Willis Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2026
Downs,Darren	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Medaglia,Laura J	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Topping,Emily	Williams Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2026
Hall,Stephanie	Jain Middle School	Tchr, IND/SC	ESOL End. Class 1	8/1/2026
Mainstone,Angela Dawn	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026
Owens,Felicia	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Skelton,Jenna	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Trousas,Cassandra	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Gleason,Jennifer	Harvey Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
McLaughlin,William	Harvey Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026
Pescuma,Tarynn Ashley	Harvey Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2026
Troyer,Amanda	Moody Elementary School	Second Grade Teacher	ESOL End. Class 1	6/30/2026
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Ballard Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Freitag,Oksana Vitalievna	Bayshore Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Brown,Brittanie	Manatee Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Shimmell,Mercedes	Manatee Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Mallo,Margaret	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Satahoo Graham,Aneisha Sherika	Oneco Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
List,Jennifer	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025

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Larocca,Sara Anne	Prine Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Whitlock,Paige	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Nozell,Susan Elizabeth	Daughtrey Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Leupold,Jonathan	Tillman Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2025
Willsen,Eric	Tillman Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Quirino,Amanda	Blackburn Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Korschun,Martha	Moody Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2025
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Bailey,Beth	Sea Breeze Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Michael,Jessica	Sea Breeze Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Robertson,April	Sea Breeze Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Tenchavez,Leah	Sea Breeze Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Johnson K-8 Sch of Int Studies	First Grade Teacher	ESOL End. Class 1	8/1/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Wykes,Allison C	Witt Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
McGrath,Mary	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	ESOL End. Class 1	8/1/2025
O'Came,Courtney Marie	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2025
Williams,Ashley Irene	Kinnan Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2025
Hermann,Mark L.	Nolan Middle School	Tchr, VE	ESOL End. Class 1	8/1/2025
Bourdeau,Karen Marie	Lee Middle School	Tchr, IND/SC	ESOL End. Class 1	8/1/2025
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2025
Latoja,Joy Diane Molina	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, ASD	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
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
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Greene,Kristin Steele Inderwiesen	Freedom Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Schiffer,Ann Bryant	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025
Badham,Leanne	Gullett Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025

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Palero,Blessyl Herrera	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2025
Angelillo,Joy	Jain Middle School	Tchr, IND/SC	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Reynolds,Katherine	Harvey Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2025
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, ESOL Resource, MS	ESOL End. Class 1	8/1/2025
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, VE	ESOL End. Class 1	8/1/2025
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Markland,Katherine Luby	Bayshore Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Couvertier,Martha	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Fields,Vincent	Manatee Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Hamilton,Sabrina	Manatee Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Smith,Carleen M.	Manatee Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Fishman,Farrah	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Peart,Tracy Ann N	Oneco Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
CARDER,ARIADNE	Rogers Garden-Bullock ES	First Grade Teacher	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Zuluaga,Diana	Rogers Garden-Bullock ES	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Busick,Katherine	Palm View K-8 School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Ramsey,Destiny	Palma Sola Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2024
Vargas Perez,Alicia	Palmetto Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Corn,Samantha	Palmetto High School	Tchr, IND/SC	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Mercado,Giovanna	Daughtrey Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Davis,Michael R	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
McNear,Koral	Tillman Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Miller,Joseph Levi	Blackburn Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024

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Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Jacox,Brianna A	Abel Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Milhaven,James	Bashaw Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Pena,Alexandra	Braden River Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Dickens,Heather Jean	Johnson K-8 Sch of Int Studies	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Horizons Academy	Tchr, VE	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Ceruti,Kaitlyn	Williams Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Kerlin,Rebecca Nichols	Williams Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Bock,Jessie Rey	Gullett Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Fourth Grade Teacher	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
Kanz,Lyndsey	Harvey Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	ESOL End. Class 1	8/1/2024
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Santos,Vickie	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/30/2024
Walters,Molli Martin	Myakka Elementary School	Kindergarten Teacher	ESOL End. Class 1	1/9/2024
Green,Phillip Antonio	Prine Elementary School	Third Grade Teacher	ESOL End. Class 1	10/3/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Brod,Leah Bea	Bayshore Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Franklin,Katrina N.	Manatee Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2023
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2023
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	First Grade Teacher	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Second Grade Teacher	ESOL End. Class 1	8/1/2023

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Jordan,Andrea	Prine Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2023
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Geldmaker,Stephanie	Sugg Middle School	Tchr, VE	ESOL End. Class 1	8/1/2023
Kammou,Hadda	Moody Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2023
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Fourth Grade Teacher	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	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023
Coleman,Brittney M	Tara Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Second Grade Teacher	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	First Grade Teacher	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	McNeal Elementary School	Tchr, STEM	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2023
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2023
Hamel,Kelly L	Jain Middle School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Baucom,Ellen	Harvey Elementary School	Tchr, ASD	ESOL End. Class 1	8/1/2023
Darnell,Amanda Nicole	Harvey Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2023
Perry,Jaime	Harvey Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Deans,Sara S	Palm View K-8 School	Second Grade Teacher	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2022
Galati,Natasha	King Middle School	Tchr, ASD	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Third Grade Teacher	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Third Grade Teacher	ESOL End. Class 1	8/1/2022
Clark,Ariane Michelle	Braden River High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2022
Holt,Kaylinka	Freedom Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Third Grade Teacher	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2022
Jimenez,Katty Maria	Gullett Elementary School	Fifth Grade Teacher	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
Callihan,Amanda Lynn	Jain Middle School	Counselor, MS	ESOL End. Class 1	8/1/2022
Thomas,Katrina Ellen	Anna Maria Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Woughter,Cari	Manatee Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2021
Egyed,Peter P.	Manatee High School	Tchr, ASD	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Math Coach, ES	ESOL End. Class 1	8/1/2021
Snodgrass,Cailei Marie	Prine Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2021
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2021
Bankovich,Hilari Leigh	Nolan Middle School	Tchr, IND/SC	ESOL End. Class 1	8/1/2021

Out of Field ESOL 4/29/2025 Board Meeting

Haacke,Karen	Williams Elementary School	First Grade Teacher	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Second Grade Teacher	ESOL End. Class 1	8/1/2021
Rainey,Kharma Rae	Access to Education	Tchr, VE/SC	ESOL End. Class 1	8/1/2021
Walker,Michael F.	Access to Education	Tchr, VE/SC	ESOL End. Class 1	8/1/2021
Engram,Leah Sharai	Manatee Elementary School	Counselor, ES	ESOL End. Class 1	8/1/2020
Kearney Jr,Vernon Lenior	Southeast High School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, EBD/SC	ESOL End. Class 1	8/1/2020
Gardini,Elizabeth	Abel Elementary School	Fourth Grade Teacher	ESOL End. Class 1	8/1/2020
Yueng-Nieves,Kathryn Paula	Bashaw Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2020
Dorman,Brianne	Sea Breeze Elementary School	Kindergarten Teacher	ESOL End. Class 1	8/1/2020
Balsai,Gina Maria	Mills Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Fourth Grade Teacher	ESOL End. Class 1	4/24/2020
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Fifth Grade Teacher	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS - MEA	ESOL End. Class 1	7/1/2004

Out of Field Reading 4/29/2025 Board Meeting

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description	Due Date
Goodhue,Susan	Willis Elementary School	Tchr, ASD	Reading Endorsement	5/31/2026
Sanders,Tracy L.	Horizons Academy	Tchr, VE	Reading Endorsement	2/7/2026
Alfonso,Maridel Lonceroz	Manatee Elementary School	Fifth Grade Teacher	Reading Endorsement	5/31/2025
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Miller,Melanie A.	Palmetto Elementary School	Spec, Media, ES	Reading Endorsement	5/31/2025
Vargas Perez,Alicia	Palmetto Elementary School	Second Grade Teacher	Reading Endorsement	5/31/2025
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Brack,Elizabeth K.	Witt Elementary School	Fourth Grade Teacher	Reading Endorsement	5/31/2025
Trivedi,Palak	Witt Elementary School	First Grade Teacher	Reading Endorsement	5/31/2025
Davis,Stacy	Freedom Elementary School	Tchr, VE	Reading Endorsement	5/31/2025
Cingle,Brookelynn	Willis Elementary School	Third Grade Teacher	Reading Endorsement	5/31/2025
Collett,Dana	Willis Elementary School	Fifth Grade Teacher	Reading Endorsement	5/31/2025
Gilbank,Kristen J.	Willis Elementary School	First Grade Teacher	Reading Endorsement	5/31/2025
Hagan,Barbara	Willis Elementary School	Kindergarten Teacher	Reading Endorsement	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, ASD	Reading Endorsement	5/31/2025
Moseley,Lauren	Willis Elementary School	Kindergarten Teacher	Reading Endorsement	5/31/2025
Padro,Jaycey	Willis Elementary School	Second Grade Teacher	Reading Endorsement	5/31/2025
Podolan,Megan Nicole	Willis Elementary School	Fourth Grade Teacher	Reading Endorsement	5/31/2025
Senyshyn,Dana	Willis Elementary School	Second Grade Teacher	Reading Endorsement	5/31/2025
Tomlin,Suzanne M.	Willis Elementary School	Fifth Grade Teacher	Reading Endorsement	5/31/2025
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
Stewart,Dawn Delores	Manatee Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Fifth Grade Teacher	Reading Endorsement Class 1	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	First Grade Teacher	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Second Grade Teacher	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	First Grade Teacher	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	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Second Grade Teacher	Reading Endorsement Class 1	11/1/2021
Anderson,Jessica L	Blackburn Elementary School	Coordinator, AICE	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Second Grade Teacher	Reading Endorsement Class 1	11/1/2021
Brinson,Shakeria	Williams Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	First Grade Teacher	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 10.3

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Affiliation Agreement between the School District of Manatee County and Priority Nutrition LLC (No Financial Impact)

Executive Summary
The School District of Manatee County partners with outside community agencies to provide clinical experiences for their students participating in various programs related to the business of the district. Partnerships of this kind have allowed agencies to provide their students with practical application of learned theory while the School District supports job growth in the community. This training experience will allow a cooperative effort between the agency and the School District of Manatee County, where interns will seek employment within the district once their training is completed. The School District of Manatee County will partner with Priority Nutrition Care LLC, to provide participating students in their nutrition program with hands-on facilitated experiential learning with a pathway to employment in food services. A copy of the agreement is attached for review.

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

Ready For Life | Goal 7
Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Recommendation
The Superintendent recommends approval of affiliation agreement between the School District of Manatee County and Priority Nutrition LLC (No Financial Impact).

Financial Impact
No financial impact to the district.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Terra Ward

Attachments:
FL.District of Manatee County
signed.AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

AFFILIATION AGREEMENT
For Field Experience/Internship Placement

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made by and between PRIORITY NUTRITION CARE LLC hereinafter referred to as "Sponsor" and School District of Manatee County hereinafter referred to as "District," and collectively referred to as "Parties."

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a learning experience ("Program") for Sponsor students ("Participants") pursuing degrees in Education to fulfill student teaching requirements. Therefore, in consideration of the mutual promises contained herein, the Parties agree as set forth herein.

III. GENERAL PROVISIONS OF AGREEMENT

A. Effective Date and Term: This Agreement shall be effective immediately upon signing of all parties to the agreement, and shall remain in effect for **February 21, 2025** and no later than **February 21, 2028 (Not to exceed three years)**.

B. Non-discrimination: Both Parties agree that there will be no discrimination in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. Termination: This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party, such notice is to be provided. In the event this Agreement is terminated pursuant to this paragraph, District agrees that no Participants currently participating in a Program will be denied the opportunity to complete the Program, even if the effective date of termination occurs prior to the completion date of the Program. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant pursuant to Section VI, shall remain in force during the period from the effective date of termination, until the Program is completed. The District may remove participants from the Program for reasons other than termination of the Agreement.

IV. RESPONSIBILITIES OF THE Sponsor

It shall be the responsibility of the Sponsor to:

A. Plan and administer the Sponsor educational program for its students and be responsible for the enrollment of its students in Sponsor courses, including the student teaching clinical placement.

B. Work with designated District staff to determine the placement sites for Participants in the Program, including dates and the number of Participants to be placed.

C. Designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

D. Provide the District with a list of Participants within an agreed upon time prior to the start of each Program.

E. Ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at the District.

F. Communicate with the District's coordinator and Participant to assess Participant's progress as necessary.

G. Inform Participants that they are responsible for complying with the rules and policies of the District, including recognition of the confidential nature of information regarding the District's students and their records.

H. Cooperate fully with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with Sponsor pursuant to this Agreement.

I. Instruct Participants of any Human Resource District requirements for criminal background checks and drug screenings prior to the Participant's participation in the Program at District. All costs associated with such requirements shall be the responsibility of Participant. Any Participant who has not completed the required background or drug screenings, or who has not passed the required screening according to District standards, shall not be eligible to participate in the Program.

J. Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all Internship individuals that come in contact with students 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 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 District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit http://www.manateeschools.net/. Level II background checks will be conducted at the cost of the intern and/or **Priority Nutrition Care LLC.**

K. The Sponsor shall require that all Participants comply with all applicable FERPA requirements, as well as applicable District policies and procedures related to education records.

L. Sponsor agrees to comply with all applicable requirements of FERPA in performance of this Agreement.

V. RESPONSIBILITIES OF THE DISTRICT

It shall be the responsibility of the District to:

A. Be responsible for the conduct of its operations, supervision of its staff, and the education of District students.

B. Designate a coordinator from its staff to act as the liaison with Sponsor in connection with this Agreement.

C. Determine, in consultation with Sponsor, the Participants who will be placed at District schools.

D. Provide an appropriate orientation of Participants to its facilities and its policies and procedures.

E. Provide opportunities for a Participant learning experience with appropriate supervision.

F. Assign teachers, in consultation with Sponsor, to serve as supervising teachers for the evaluation of the Participants. Supervising teachers shall complete evaluation forms provided by Sponsor. Supervising teachers selected by District will (a) assist in orienting Participants to the school, the classroom and the pupils; (b) explain relevant school and district policies, rules and regulations to Participants; (c) provide prompt and substantive feedback to Participants regarding performance activities and interactions with District personnel, pupils and parents; (d) complete evaluation of Participant progress and submit them to Sponsor after reviewing them with Participants; (e) immediately inform the Sponsor coordinator of any concerns regarding a Participant; (f) establish a time to meet and discuss with Participants their activities, impressions, reflections, and suggestions for goals and areas of improvement. Videotaping of classroom and students is expressly prohibited at all times.

G. Retain ultimate responsibility for student learning and curricular standards during the course of the Program.

H. Allow Participants, at their own expense, to use school cafeterias and other similar services available to employees in the District.

I. Permit the Participants to have access to student education records as necessary for participation in the Program and in accordance with District policies provided. Participants treat education records as confidential, pursuant to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.

J. District agrees to comply with all applicable requirements of FERPA in performance of this Agreement

VI. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The District may request the Sponsor to withdraw any Participant from its facilities whose conduct or work with students or personnel is not in accordance with the policies and procedures of the District or is detrimental to the operation of the District's programs or activities. District and Sponsor agree to work cooperatively to avoid disruption to the Program, if possible, and if deemed necessary, Sponsor agrees to withdraw such Participant.

VII. MISCELLANEOUS

A. Insurance and Indemnification:

Priority Nutrition Care LLC agrees to defend, indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, **Priority Nutrition Care LLC** 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, their Board Members and School District Employees as an additional insured. To the extent applicable **Priority Nutrition Care LLC** will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification . 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. This provision shall survive the termination or

expiration of the Agreement for any claims based upon actions that occurred during the performance of this Agreement.

B. Compliance with Florida's Public Records Act:

By entering into this Agreement, Sponsor 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 Sponsor is performing services on behalf of District, Sponsor shall:

1. Keep and maintain public records required by District to perform pursuant to the Agreement
2. 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.
3. 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 Sponsor does not transfer the records to District.
4. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Sponsor or keep and maintain public records required by District to perform the service. If Sponsor transfers all public records to District upon completion of this Agreement, Sponsor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Sponsor keeps and maintains public records upon completion of this Agreement, Sponsor 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 SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

C. Confidentiality:

The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Sponsor shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Sponsor's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Sponsor shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Sponsor shall fully cooperate, at its own expense, with District regarding District's statutory

notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Sponsor, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Sponsor not disclose the records or documents, Sponsor will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Sponsor require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

D. Sovereign Immunity:

Sponsor 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.

E. Independent Contractor:

The relationship of the Parties hereunder shall be an independent contractor relationship, and not an employment, joint venture, or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with operations under this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party. Participants shall not be considered employees of District and are not entitled to any of the benefits accorded to District employees, including, but not limited to participation in employee benefit plans, unemployment compensation, and workers' compensation. Participants are placed with the District to receive clinical field experience as part of their academic curriculum; those duties performed by a Participant are not performed as an employee, but in fulfillment of academic requirements, and are performed under supervision. Sponsor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Sponsor 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.

F. Entirety of Agreement:

This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such Parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the Parties hereto.

G. Choice of Laws:

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. 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.

H. Assignment:

This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

I. No Third-Party Beneficiaries:

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to directly or substantially benefit

J. Severability:

In the event that any one or more of the sections paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences clauses or provisions had never been included herein.

K. Waiver:

The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

L. Captions:

The captions, section designations, section numbers, article numbers, titles and headings appearing in the Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

M. Covid-19 Clause**:**

The **Priority Nutrition Care LLC** agrees to comply with the District's COVID-19 protocols.

O. Notices; 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

To District: ATTN: Human Resources Director,
Professional Support Center,
2501 63rd Ave. E., Bradenton, FL 34203
941-751-6550

_____
_____

To Sponsor: ATTN: Anne Manion
Chief Executive Officer
PO Box 148
Hingham, MA 02043

To District: ATTN: Human Resources Director,
Professional Support Center,
2501 63rd Ave. E., Bradenton, FL 34203
941-751-6550

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.

P. Counterparts:

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Q. Employment Eligibility Verification (E-Verify):

By entering into this Agreement, the Parties understand and agree to comply with the provisions of Section 448.095, Florida Statutes. Sponsor 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 Sponsor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Sponsor shall maintain a copy of all such affidavits for the duration of the Agreement.

SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

District: School District of Manatee County	Sponsor:
_____	Anne Manion
Signature	Signature
_____	Anne Manion
Printed Name	
_____	Chief Executive Officer
Title	
_____	03/13/2025

Date

Date

Approved as to Form:
School District of Manatee County
General Counsel

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Priority Nutrition Care LLC

PO Box 148 Hingham, MA 02043

Address: _____

Phone Number: 781-264-6877

Authorized Representative's Name: Anne Manion

Authorized Representative's Title: Chief Executive Officer

Email Address: PncContracts@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Anne Manion

_____

Signature of Authorized Representative

AGENDA ITEM NO. 10.4

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2025-2026 School Year (No Net Financial Impact)

Executive Summary
The purpose of the requested action is to approve the attached contracts to provide breakfast, lunch, and/or after-school meals to the students attending Charter and Contract Schools as requested by the individual schools. The terms and conditions of providing meals vary by location and are included in the attached contracts. All costs associated with providing meals to the contracted sites are recovered through reimbursement received, charges for additional meals served, and/or additional fees for service.

The following sites will be served: AMI Kids, Boys & Girls Club of Manatee County, Imagine Charter School at Lakewood Ranch, Imagine Charter at North Manatee, Just for Girls Elementary, Just for Girls Middle, Manatee School of Arts and Sciences, Oasis Charter School, PACE Center for Girls, St. Joseph Catholic School, State College of Florida Manatee-Sarasota, Step Up Suncoast Inc., and Visible Men Academy.

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

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

Recommendation
The Superintendent recommends approval of contracts with charter schools and other sites to provide meal service to students and adults for the 2025-2026 school year **(No Net Financial Impact).**

Financial Impact
The revenue generated from the service of meals to students and adults is part of the revenue at the cost center that prepares the meals. All revenue and expenses related to the preparation and service of meals are included in the Food Service Fund 410 budget; there is no net financial impact because all costs are reimbursed by the sites served.

Contact
Submitting Department: Food & Nutrition Services
Initiated by: Regina Thoma

Attachments:
2025-2026 Charter Contracts

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND AMI KIDS

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **AMI KIDS** hereafter referred to as the CONTRACT SCHOOL for the 2025-2026 school year.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

   (Please select all that apply)
   ☑ Breakfast
   ☑ Lunch
   ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

7. The DISTRICT shall prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to the procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at Harllee.

10. The DISTRICT will provide detailed accounting of charges and money owed from the CONTRACT SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

11. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

12. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

13. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by reference, entitled Nutrition and Wellness.

14. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

15. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

16. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

17. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

18. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a)

the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

19. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

20. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**AMI KIDS**	
Chad Choate III, Chair	Date	CONTRACT SCHOOL Board President or Designee	Date 3/19/2025
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date 3/19/202

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND BOYS & GIRLS CLUBS OF MANATEE COUNTY

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **BOYS & GIRLS CLUBS OF MANATEE COUNTY** hereafter referred to as the CONTRACT SITE for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CONTRACT SITE with the meal indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon, any other agreement with the School District of Manatee County.

SNACK TO BE PROVIDED

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SITE to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by the representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SITE, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SITES's Director or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SITE shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT.

10. The DISTRICT will provide the CONRACT SITE with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The DISTRICT SITE shall account for the number of student meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Florida Department of Health and the DISTRICT. Daily attendance of students must be submitted to the DISTRICT school site weekly, each Friday. Monthly enrollment rosters of students must be submitted to the DISTRICT school site on the last day of each month.

12. The DISTRICT agrees to provide a District employee for snack to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

13. The DISTRICT shall provide a point of sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. By 9:00 AM each day, the CONTRACT SITE's Director or their designee shall telephone and follow up with an email, its complete supper order, including the number of servings requested. The CONTRACT SITE shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of snack meals ordered no later than 11:00 AM each day.

15. Employees of CONTRACT SITE shall assist in meal service and the serving of meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

16. The CONTRACT SITE agrees that no adults shall receive nor purchase a supper meal.

17. The CONTRACT SITE shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SITE may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SITE shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SITE's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SITE shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

19. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SITE has failed to properly implement or follow USDA meal accountability procedures.

20. The CONTRACT SITE shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services and the Florida Department of Health guidelines.

21. The CONTRACT SITE shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CONTRACT SITE shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SITES's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

23. CONTRACT SITE and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SITE's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SITE hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SITE or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SITE's obligation to comply with JLA and Florida laws governing background screening requirements.

24. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SITE shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

25. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

26. The CONTRACT SITE shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SITE's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SITE's material breach of this Contract or law, (c) any failure by the CONTRACT SITE to pay its suppliers or any subcontractors. In addition, the CONTRACT SITE shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SITE, except when the DISTRICT supplied or required use of that

material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SITE shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SITE shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

27. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

28. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**BOYS & GIRLS CLUBS OF MANATEE COUNTY**	
Chad Choate III, Chair	Date	CONTRACT SITE Board President or Designee	Date 3/7/2025
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date 3/7/25

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE MANATEE COUNTY, LLC,
DBA IMAGINE CHARTER SCHOOL AT NORTH MANATEE

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **IMAGINE MANATEE COUNTY, LLC,** a Florida limited liability company, DBA **Imagine Charter School at North Manatee** hereafter referred to as the CHARTER SCHOOL for the 2025-2026 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [x] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide 2 DISTRICT employees for breakfast, and 1 DISTRICT employee for lunch and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $21,200.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $2,120.00 due within 30 days of receipt of the DISTRICT'S monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligation of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 8:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and the Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT'S Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT NORTH MANATEE**	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

Docusign Envelope ID: 055C540C-2AA3-49FC-8890-A01D081AF280

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA AND IMAGINE EAST MANATEE COUNTY, LLC, DBA IMAGINE SCHOOL AT LAKEWOOD RANCH

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **IMAGINE EAST MANATEE COUNTY, LLC,** a Florida limited liability company, DBA **Imagine School at Lakewood Ranch** hereafter referred to as the CHARTER SCHOOL for the 2025-2026 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

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8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the District can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a District employee for breakfast and lunch to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point of sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

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15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 8:45AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached here to as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

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25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this

Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT LAKEWOOD RANCH**	
		DocuSigned by: 54C3E05C1080425...	3/13/2025
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND JUST FOR GIRLS ELEMENTARY

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **JUST FOR GIRLS ELEMENTARY** hereafter referred to as the CONTRACT SCHOOL for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon, any other agreement with the School District of Manatee County.

(Please select all that apply)

X Breakfast
X Lunch
X Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by the representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CONRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Snack/Supper daily rosters of students served snack shall be submitted to the DISTRICT daily, no later than 5:00 PM. Originals of all daily rosters shall be delivered to the DISTRICT weekly.

12. By 9:00 AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CONTRACT SCHOOL for adult meals monthly. DISTRICT shall invoice CONTRACT SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws

governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

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by:

CONTRACT SCHOOL ~~Board President or~~ Designee Date

03/24/25

Zoe Slavsen, Finance Director

by:

Witness MIROSLAVA LAUKOVA

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND JUST FOR GIRLS MIDDLE

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **JUST FOR GIRLS MIDDLE** hereafter referred to as the CONTRACT SCHOOL for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon. any other agreement with the School District of Manatee County.

(Please select all that apply)

☒ Breakfast

X Lunch

☒ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The CONTRACT SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00 AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CONTRACT SCHOOL for adult meals monthly. DISTRICT shall invoice CONTRACT SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up meals from the school the DISTRICT designates.

15. The CONTRACT SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CONTRACT SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CONTRACT SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CONTRACT SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds

when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

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by: 03/24/25
CONTRACT SCHOOL ~~Board President~~ or Designee Date
Zoe Slavsen, Finance Director

by: 03/24/25
Witness MIROSLAVA LAUKOVA Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND MANATEE SCHOOL OF ARTS AND SCIENCES

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **MANATEE SCHOOL OF ARTS AND SCIENCES** hereafter referred to as the CHARTER SCHOOL for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [x] Snack
- [x] Pick Up

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CHARTER SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms must be submitted to the DISTRICT daily.

19. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks.

CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 11, 2025 and terminate May 28, 2026or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

5 5 5 .		CHARTER SCHOOL Board President or Designee	
55 32			

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND OASIS MIDDLE SCHOOL

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **OASIS MIDDLE SCHOOL, INC** hereafter referred to as the CHARTER SCHOOL for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☑ Lunch
- ☑ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT'S nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. Daily rosters of students served meals shall be submitted to the DISTRICT daily, no later than 1:30 PM. Originals shall be delivered to the DISTRICT weekly.

12. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day.

13. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement and be charged at the adult price. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

14. The CHARTER SCHOOL shall transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 11:30 AM. The meals shall be transported in transport

containers that maintain safe temperatures and prevent contamination. The CHARTER SCHOOL shall pick up the meals from the school the DISTRICT designates.

15. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

16. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

17. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

18. The CHARTER SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

19. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT'S Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

20. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the District's Cafeteria Manager monthly to communicate and provide all special diet information.

24. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds

when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

25. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

26. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

27. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

28. This Contract will become effective August 11, 2025, and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

29. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

	Edna J. Bailey	3-13-2
	CHARTER SCHOOL Board President or Designee	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PACE CENTER FOR GIRLS

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **PACE CENTER FOR GIRLS** hereafter referred to as the CONTRACT SCHOOL for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

10. By 9:00AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. Servings provided shall meet USDA.

11. The CONTRACT SCHOOL shall pay the DISTRICT for all meals ordered. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2025-2026. Prices are set in the previous school year to be in compliance with the requirements set in the National School Lunch Program Regulations, 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by July 1, 2025 of a price increase if the DISTRICT is required to raise prices. The DISTRICT shall invoice the CONTRACT SCHOOL for the total monthly meals signed for on the Contract Meal Count Forms when meals are picked up from the DISTRICT and payment is due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL'S monthly Florida Education Finance Program disbursement.

12. The CONTRACT SCHOOL shall transport the meals from the preparation site to the delivery site. Breakfast meals shall be ready for pick up at 7:30 AM and lunch meals shall be ready for pick up at 10:45 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

13. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

14. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

15. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

16. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

17. The CONTRACT SCHOOL shall be responsible to maintain the documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT's Director of Food Services, forty-five (45) days prior to the review. The DISTRICT may invoice the CONTRACT SCHOOL an additional charge for requested support.

18. The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

19. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

20. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

21. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

22. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this

Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

23. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

24. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**PACE CENTER FOR GIRLS**	
Chad Choate III, Chair	Date	CONTRACT SCHOOL Board President or Designee	4·1·25 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	4.1.25 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA AND THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA on behalf of State College of Florida Collegiate School** hereafter referred to as the CHARTER SCHOOL for the 2025-2026 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)
- ☑ Breakfast
- ☑ Lunch
- ☑ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast, lunch, and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL agrees to abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Subject to Paragraph 28, hereof, CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT and the CHARTER SCHOOL do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. Subject to Paragraph 28, hereof, the CHARTER SCHOOL shall indemnify and holdharmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA**	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	3/31/25 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND ST. JOSEPH CATHOLIC SCHOOL

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **ST. JOSEPH CATHOLIC SCHOOL** hereafter referred to as the CONTRACT SCHOOL for the 2025-2026 school year.

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☒ Lunch
- ☐ Snack
- ☐ Pick Up
- ☒ Delivery ($550 charge per month)

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall provide the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing.

6. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. By 8:30AM each day, the CONTRACT SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal order, including the number of servings requested. The CONTRACT SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. Servings provided shall meet USDA requirements.

12. The CONTRACT SCHOOL shall pay the DISTRICT for all meals ordered. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2025-2026. Prices are set in the previous school year to be in compliance with the requirements set in the National School Lunch Program Regulations, 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by July 1, 2025 of a price increase if the DISTRICT is required to raise prices. The DISTRICT shall invoice the CONTRACT SCHOOL for the total monthly meals signed for on the Contract Meal Count Forms when meals are delivered from the DISTRICT and payment is due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CONTRACT SCHOOL pursuant to this Contract has not been paid by CONTRACT SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CONTRACT SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CONTRACT SCHOOL'S monthly Florida Education Finance Program disbursement.

13. If the CONTRACT SCHOOL selects to transport the meals from the preparation site to the delivery site, meals shall be ready for pick up by 10:15 AM. The meals shall be transported in transport containers that maintain safe temperatures and prevent contamination. The CONTRACT SCHOOL shall pick up the meals from the school the DISTRICT designates.

14. If the CONTRACT SCHOOL selects the DISTRICT to deliver the meals from the preparation site to the delivery site for the number of meals ordered, meals will be delivered by 10:15 AM unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CONTRACT SCHOOL's Principal or their designee, in writing.

15. The CONTRACT SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

16. The CONTRACT SCHOOL shall maintain applicable health certification and food safety training for its employees.

17. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

18. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

19. The CONTRACT SCHOOL shall be responsible to maintain documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT's Director of Food Services, forty-five (45) days prior to the review. The DISTRICT may invoice the CONTRACT SCHOOL an additional charge for requested support.

20. The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

21. CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

22. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

23. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

24. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any

subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

25. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

26. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**ST JOSEPH CATHOLIC SCHOOL**	
Chad Choate III, Chair	Date	CONTRACT SCHOOL Board President or Designee	Date 3/26/25
Jason C. Wysong, Ed.D, Superintendent	Date	Witness Dean Klabik	Date 3-26-2

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND STEP UP SUNCOAST, INC., HEAD START

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **STEP UP SUNCOAST INC., HEAD START** hereafter referred to as the CONTRACT SCHOOL for the 2025-2026 school year. This Contract will apply to the **HEAD START** programs at any school-based sites. CONTRACT SCHOOL shall provide final list of locations by August 1, 2025.

1. The DISTRICT shall provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)
☒ Breakfast
☒ Lunch

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

7. The DISTRICT agrees to prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT by a daily roster of students served meals.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at all school-based sites.

10. The CONTRACT SCHOOL shall be responsible for payment of all adult meals provided. The DISTRICT will provide detailed accounting of money owed from the CONTRACT SCHOOL for adult meals. The prices of meals at the CONTRACT SCHOOL shall be equal to and consistent with the DISTRICT's adult meal prices for 2025-2026. The CONTRACT SCHOOL shall make payment within 30 days of receipt of the DISTRICT's monthly invoice. The CONTRACT SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

11. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT shall conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SCHOOL's meal accountability procedures not meet the DISTRICT's requirements, the CONTRACT SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

12. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that CONTRACT SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

13. The CONTRACT SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

14. The CONTRACT SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by reference, entitled Nutrition and Wellness.

15. The CONTRACT SCHOOL shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

16. The CONTRACT SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT

SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

17. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

18. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

19. The CONTRACT SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SCHOOL's material breach of this Contract or law, (c) any failure by the CONTRACT SCHOOL to pay its suppliers or any subcontractors. In addition, the CONTRACT SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

20. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

21. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**STEP UP SUNCOAST, INC., HEAD START**	
Chad Choate III, Chair	Date	Pres. and CEO CONTRACT SCHOOL Board President or Designee	3/5/25 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness Michelle Wiese	3/5/25 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND VISIBLE MEN ACADEMY, INC.

2025-2026 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **VISIBLE MEN ACADEMY, INC.,** hereafter referred to as the CHARTER SCHOOL for the 2025-2026 school year.

1. The DISTRICT shall provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

6. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

7. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

8. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

9. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

10. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

11. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast and lunch, to assist in delivery and set up, stay at the site, and operate the point-of-sale software, and basic clean up at the end of meal service.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The DISTRICT will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $7,500.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $750.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2025-2026. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Finance Program disbursement.

15. The CHARTER SCHOOL shall be responsible for payment of adult meals ordered. Any unclaimed meals will be charged at the adult price. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for adult meals monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including

student and adult charges incurred for meals and will be billed at the end of the current school year.

16. By 9:00AM each day, the CHARTER SCHOOL's Principal or their designee shall telephone and follow up with an email, its complete meal and snack order, including the number of servings requested. The CHARTER SCHOOL shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. Servings provided shall meet USDA requirements.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment, and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

19. The CHARTER SCHOOL shall sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms shall be submitted to the DISTRICT daily.

20. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

21. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

22. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A, and incorporated herein by this reference, entitled Nutrition and Wellness.

23. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. on-site visits. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CHARTER SCHOOL shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

24. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

25. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

26. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

27. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

28. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

29. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

30. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT, or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage

and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

31. This Contract will become effective August 11, 2025 and terminate May 28, 2026 or the last day of meal service provided by the DISTRICT, whichever occurs first.

32. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**VISIBLE MEN ACADEMY, INC.**	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee Sanjay Gehndyu principal & CEO	Date 03/05/203
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date 3/5/2025

AGENDA ITEM NO. 10.5

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Accept Additional Funds from Amendment 1 to the Letter of Agreement Between the District School Board of Putnam County on Behalf of the Northeast Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2024, through June 30, 2025, In the Amount of $8,000.00 (No Net Financial Impact)

Executive Summary
Florida Diagnostic & Learning Resources System (FDLRS) is a Florida Department of Education discretionary project that provides diagnostic, instructional, and technology support services to school district exceptional education programs and families of students with disabilities. Manatee County houses one Virtual Instructional Coordinator in collaboration with Northeast Florida Educational Consortium (NEFEC). The Virtual Instructional Coordinator reports directly to the FDLRS Program Administrator in Putnam County and will continue to be housed in Manatee County under the Adult, Career, and Technical Education Department.

This position provides statewide support in the implementation of priorities for the Florida Department of Education and Bureau of Exceptional Education and Student Services (BEESS).

The original Letter of Agreement for 2024-2025, in the amount of $115,000.00, was approved at the June 25, 2024, School Board meeting. The attached Amendment 1 to the Letter of Agreement, serves as an understanding between the parties to increase the funds by $8,000.00 for a total amount of $123,000.00 for the 2024-2025 school year.

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 to accept additional funds from Amendment 1 to the Letter of Agreement between the District School Board of Putnam County on Behalf of the Northeast Florida Educational Consortium (NEFEC) and the School District of Manatee County for reimbursement July 1, 2024, through June 30, 2025, in the amount of $8,000.00 (No Net Financial Impact).

Financial Impact
There will be no cost to the General Fund. The District is projected to receive funds from the Northeast Florida Education Consortium (NEFEC) in the amount of up to $123,000.00 for the 2024-2025 school year.

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

Attachments:
Amendment #1 to LOA with Putnam County and NEFEC
Copy of Putnam County and NEFEC Letter of Agreement 2024-2025

NEFEC

nefec.org

BOARD OF DIRECTORS

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Baker

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Bradford

Keith Couey
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Flagler

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P.K. Yonge

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Putnam

Ronnie Gray
Suwannee

Mike Ripplinger
Union

Dr. Patrick J. Wnek
Executive Director

NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM

3841 Reid Street • Palatka, Florida 32177 • Phone: (386) 329-3800 • Fax: (386) 329-2547

AMENDMENT #1 TO LETTER OF AGREEMENT NO. 0750-25-001-75125

The following Letter of Agreement is between the District School Board of Putnam County on behalf of the **North East Florida Educational Consortium (NEFEC)** and **The School District of Manatee County, Florida (Manatee County School District or MCSD)** commencing on July 1, 2024, through June 30, 2025.

II. The North East Florida Educational Consortium agrees to the following:

A. To reimburse MCSD on a monthly basis to cover salary and benefits of one (1) full-time FDLRS Virtual Learning Coordinator, office expenses and travel, professional development materials, printing, phones, and postage to be paid upon commencement of this Letter of Agreement by the Putnam County School Board. Total amount to be reimbursed through June 30, 2025, not to exceed ~~$115,000~~ $123,000.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Putnam County

by Richard M. Surrency, Sr., Ed.D.
Superintendent

Dated: 3-25-25

by Phil Leary
Board Chair

Dated: 3-25-25

The School District of Manatee County, Florida

by Dr. Jason Wysong, Superintendent
The School District of Manatee County, Florida

Dated: _____

by Chad Choate III, Chair
School Board of Manatee County, Florida

Dated: _____

North East Florida Educational Consortium

by Dr. Patrick J. Wnek
Executive Director

Dated: 3-25-25

NEFEC

nefec.org

• • •

BOARD OF DIRECTORS:

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Dr. Patrick J. Wnek
Executive Director

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3841 Reid Street • Palatka, Florida 32177 • Phone: (386) 329-3800 • Fax: (386) 329-2547

LETTER OF AGREEMENT NO. 0750-25-001-75125 CFDA #84.027

The following Letter of Agreement is between the District School Board of Putnam County on behalf of the **North East Florida Educational Consortium (NEFEC)** and **The School District of Manatee County, Florida (Manatee County School District or MCSD)** commencing on July 1, 2024, through June 30, 2025.

I. MCSD agrees to provide services to NEFEC and participating school districts for the purpose of the professional learning opportunities coordinated by the FDLRS Administration Project as follows:

A. Collaborate with the FDLRS Administration Project on the provision of professional learning to support and scale-up existing research-based practices and online Professional Learning Alternatives (PLA) program.
B. Develop and provide the products, trainings and service delivery initiatives as outlined in the approved FLDOE Grant for the FDLRS Administration Project.
C. Provide an individual to perform these services in instructional level positions at FDLRS Suncoast.

II. The North East Florida Educational Consortium agrees to the following:

A. To reimburse MCSD on a monthly basis to cover salary and benefits of one (1) full-time FDLRS Virtual Learning Coordinator, office expenses and travel, professional learning materials, printing, phones, and postage to be paid upon commencement of this Letter of Agreement by the Putnam County School Board. Total amount to be reimbursed through June 30, 2025, not to exceed $115,000.

III. General Provisions

The performance by MCSD of any of its obligations under this agreement shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If MCSD deems, at any time during the term of the Agreement, that monies lawfully applicable to this Agreement shall not be available for the remainder of the term, MCSD shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, this Agreement shall be considered as cancelled by mutual consent as provided in the following paragraph.

In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in progress will become the property of NEFEC and will be turned over promptly to NEFEC. Any service(s) and/or product(s) reflected in this Agreement may be cancelled only by: (1) mutual consent or both parties, or (2) either party upon giving thirty (30) days written notice to the other.

Neither MCSD nor any individual employed under this Agreement shall have any proprietary interest in the product (reference I.B.).

NEFEC shall not be liable to MCSD or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by NEFEC under this Agreement or that should be paid under this Agreement.

NEFEC agrees to hold harmless, indemnify, and defend MCSD , 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 MCSD, 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. 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. 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.

MCSD acknowledges that the fees paid reflect the allocation of risk set forth in this Agreement and that NEFEC would not enter into this Agreement without these limitations on its liability.

The parties agree to abide by the supplemental federal requirements imposed on the use of funds by U.S. Department of Education. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this Agreement being included in such listings will deem the MCSD ineligible making this Agreement null and void by Executive Order 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), "Debarment and Suspensions".

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

Technical and administrative contacts for this Agreement are:

NEFEC/FDLRS Administration Project
Sallie Payne, Administrator
3841 Reid Street Palatka, FL 32177

Phone: 386-312-2265
Email: paynes@nefec.org

The School District of Manatee County, FL
Dr. Paul Gansemer, Executive Director, ACT
Phone: 941-751-6550 ext. 43206

IV. Modification of Letter of Agreement

This Letter of Agreement may be changed only by an Amendment executed in the same manner as the original.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Putnam County

by Richard M. Surrency, Sr., Ed.D.
Superintendent

Dated: 6-18-24

by Sandra Gilyard
Board Chair

Dated: 6-18-24

The School District of Manatee County, Florida

by Dr. Jason Wysong, Superintendent
The School District of Manatee County, Florida

Dated: 07/10/2024

by Chad Choate, III, Chair
School Board of Manatee County, Florida

Dated: 07/11/2024

North East Florida Educational Consortium

by Dr. Patrick J. Wnek
Executive Director

Dated: 6-18-24

AGENDA ITEM NO. 10.6

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Apprenticeship Training Program Agreement Between Suncoast Workforce Board dba CareerSource Suncoast and the School Board of Manatee County to Provide Classroom and Work Experiences for Merchandising/Global Logistics Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

Executive Summary
This Apprenticeship Training Program Agreement is in place to establish written policies to provide MTC students with realistic work experiences and related classroom experiences to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area. To continue to develop a highly trained workforce, MTC is collaborating with CareerSource Suncoast (Group non-Joint) GNJ (sponsor for Gold Coast Eagle Distributing LLLP), to assist students with flexible training options and developing career skills targeted to specific trades beyond the initial workforce training that MTC provides to get students employed. Students in the Merchandising/Global logistics industry will have an opportunity for a higher level of education and earn while they learn. The initial occupation training program will focus on the Displayer, Merchandise Apprenticeship Program however, the agreement will allow for expansion of future trade occupation programs as driven by local employer demand.

MTC is expanding their apprenticeship program offerings to further meet the needs of Manatee County Merchandising/Global Logistics Industry, and this agreement will focus on the needs of the Displayer, Merchandise (Merchandiser). MTC will provide the required curriculum or Related Technical Instruction (RTI), while Gold Coast Eagle Distributing LLLP will provide the apprenticeship work sites in Manatee County for the program along with providing documentation of On-The-Job Training (OJT) to their sponsor CareerSource Suncoast GNJ. CareerSource Suncoast GNJ will recruit apprentices for the program through local companies and MTC graduates. Wages of the apprentices are determined by the employer but meet the requirements of the state approved program which are aligned to regional pay scales (Phase 1 $18.00 Per/Hour).

A copy of the Apprenticeship Training Program Agreement is attached for review.

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

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

Recommendation
The Superintendent recommends approval of the Apprenticeship Training Program Agreement between Suncoast Workforce Board dba CareerSource Suncoast and the School Board of Manatee County to provide classroom and work experiences for Merchandising/Global Logistics apprenticeship students at Manatee Technical College (MTC) (State Workforce Development Funding).

Financial Impact
MTC will be utilizing a current full-time instructor for the Related Training Instruction (RTI) hours of the program. MTC will earn Workforce Funding on both the On-the-Job Training (OJT) and RTI hours. MTC retains one hundred percent of state workforce funding based on student enrollment in the programs served by this agreement through workforce funding or any funding from the Professional Education Act (CAPE) funding generated by the students obtaining approved industry certifications.

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

Attachments:
CareerSource Appr Agreement Merch Displayer

THE SCHOOL DISTRICT OF MANATEE COUNTY
APPRENTICESHIP TRAINING PROGRAM AGREEMENT

This Agreement is entered into between The School Board of Manatee County, Florida, 215 Manatee Avenue West, Bradenton, FL 34205, hereinafter referred to as "DISTRICT" and Suncoast Workforce Board dba CareerSource Suncoast (CAREERSOURCE SUNCOAST APPRENTICESHIP PROGRAM GNJ- 2018-FL-71010 (Sponsor to Gold Coast Eagle Distributing, LLLP)), 3660 N Washington Blvd, Sarasota, FL 34234 hereinafter referred to as "APPR".

WHEREAS, DISTRICT is authorized by the State Department of Education (DOE) to provide career training programs in accordance with Florida and State Board of Education Rules; and

WHEREAS, DISTRICT desires to cooperate with APPR in implementing an apprenticeship training program through its Manatee Technical College (the "Program"); and

WHEREAS, APPR has experienced staff to provide apprenticeship students with realistic work experiences and related classroom experiences; and

WHEREAS, DISTRICT and APPR desire to train the students to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DISTRICT RESPONSIBILITIES:** DISTRICT shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. Provide a liaison to coordinate the activities of this Program between APPR and DISTRICT.

   B. Maintain the attendance, grades, on-the-job training (OJT) and Florida Department of Education (FLDOE) required training records for the Program.

   C. Provide appropriate classrooms (classrooms with tables), facilities, instructor workstation, and office equipment, and technology agreed upon by both parties.

   D. Furnish required DISTRICT forms and letters necessary to support this Program.

   E. Plan curriculum based on Program standards specified in APPR syllabus.

   F. Employ and Compensate Instructors utilizing the standard rate of pay of at least $21.42/hour with a minimum 10:1 student ratio.

   G. Provide quarterly reports on attendance, grades, competency scores, copies of OJT sheet and student totals to APPR for reporting purposes / files.

   H. Retain one hundred percent (100%) of Florida Education Finance Program (FEFP) and the Florida Career and Professional Education Act (CAPE) funding.

2. **APPR RESPONSIBILITIES:** APPR shall perform all of the following duties and obligations with due diligence, care and in good faith:

A. Provide a training director, who will maintain all Florida Division of Workforce Development Office of Apprenticeship (DWDA) required training records and files for the Program, including OJT official credential files.

B. Supply curriculum and provide equipment.

C. Provide all appropriate and required DWDA registration forms, documentation, and data for each class, use DISTRICT registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and DISTRICT Rules.

D. Provide written assurance to DISTRICT that:

i. APPR does not discriminate against its members or applicants for participants on the basis of race, color, national origin, sex or disability; and

ii. Apprentice training will be offered and conducted for its participants free of such discrimination. Be responsible for the placement of all student work assignments for accomplishment of OJT in conformance with participating employer agreements.

E. Allow DISTRICT to recommend students for the apprenticeship Program providing they meet APPR's requirements. Should any student recommended by DISTRICT be denied into the Program, APPR agrees to provide a written explanation to DISTRICT.

F. Communicate written plans to appropriate DISTRICT personnel within no less than thirty (30) days should APPR require a dissolution of the Program. APPR will assist apprentices in transferring to another approved apprenticeship Program.

3. **JOINT RESPONSIBILITIES:** APPR and the DISTRICT shall perform all of the following duties and obligations with due diligence, care and in good faith:

A. Develop Program standards and create the APPR syllabus;

B. Collaborate in the development of policies and operational procedures for the efficient management and operation of this Program;

C. Recruit and assign students to the Program;

D. Coordinate and supervise the day-to-day administration of the Program, it being understood and agreed by the parties that APPR shall be responsible for the OJT portion of the Program, and the DISTRICT shall be responsible for the Related Technical Instruction (RTI) portion of the Program; and

E. In the event there are any new state legislative recommendations mandated for the DISTRICT operations or funding of apprenticeship programs, then the parties shall review and incorporate necessary changes to the Program to comply with such recommendations.

4. APPR REGULATORY COMPLIANCE:

A. APPR understands that, by coordinating the apprenticeship Program, it will have access to records that contain individually identifiable information. The Family Educational Rights and Privacy Act of 1974, better known as the Buckley Amendment or "FERPA," prohibits the disclosure of such information. APPR acknowledges that it fully understands that intentional disclosure of this information to any

unauthorized person could result in criminal and civil penalties imposed by law. APPR further acknowledges that such willful or unauthorized disclosure also violates the provisions of this Agreement and could constitute just cause for termination of this Agreement.

B. **Compliance with Jessica Lunsford Act:** APPR shall comply with the Jessica Lunsford Act (JLA). APPR 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. APPR and APPR'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. APPR hereby indemnifies and holds harmless DISTRICT for any claims made against DISTRICT related to the failure of APPR or APPR's personnel to comply with any of the laws referenced in this paragraph or related to APPR's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

5. **PROVISION OF FACILITIES AND EQUIPMENT:** All equipment, supplies, and materials provided by DISTRICT under this Agreement shall remain the property of DISTRICT. It is further understood that all equipment, supplies, and materials provided by APPR under this Agreement shall remain the property of APPR. However, any and all capital improvements to DISTRICT facilities, funded by APPR, remain the property of the DISTRICT Board.

6. PROVISION OF EDUCATIONAL EXPERIENCE: APPR shall, as a part of and in accordance with the prescribed Program standards, provide the following:

A. The administration of the "Apprenticeship" Program and the general welfare of the apprentices is the responsibility of APPR.

B. Ensure that the apprenticeship Program and all participants reported for Full Time Equivalent (FTE) have been registered with the Division of Jobs & Benefits, Department of Labor, and Employment Security of Federal Bureau of Apprenticeship Training.

C. Ensure that the classroom-related instruction and on-the-job training for apprentices are reported as job preparatory under the postsecondary occupational program title appropriated for instruction being given.

D. The related classroom instructors and apprenticeship coordinators shall be approved by APPR and DISTRICT.

E. Ensure that supervised related classroom instruction in a formal setting is provided to each apprentice for not less than 160 hours per year and has been approved by APPR.

F. Ensure the capability in the instructional delivery to accomplish the apprenticeship Program objectives as evidenced by adequate facilities, equipment supplies, and instructional materials.

G. The ratio of Apprenticeship Coordinator/Instructor to apprentices is in accordance with state standards to enable the effective delivery of OJT and other services to the apprentices.

H. The records shall be available documenting coordination of related instruction with job experience.

7. **NONDISCRIMINATION AND ANTI-HARASSMENT:** DISTRICT and APPR shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status,

age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

8. **INCIDENT/INJURY REPORTING:** DISTRICT shall be responsible for advising its personnel and students to report any incident/injury that occurs during the experience or that is witnessed as having occurred at any location of APPR. Neither DISTRICT, APPR, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow-up as a consequence of such incident/injury. DISTRICT shall be responsible for compliance by DISTRICT, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

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

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

10. **INDEPENDENCE OF THE PARTIES**: APPR is an independent contractor and DISTRICT has no supervisory authority or control over APPR or APPR's employees in the performance of this Agreement. Neither APPR nor APPR's employees shall be deemed agents or employees of DISTRICT and any representation to the contrary by APPR or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. APPR shall not employ, contract with, or otherwise use the services of any officer or employee of DISTRICT. APPR 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.

11. TERM; EXTENSION; TERMINATION:

A. **Term and Extension:** The agreement is effective upon the signature of all parties, through June 30, 2026, unless terminated sooner. This Agreement shall be reviewed at the conclusion of each academic year for Program adjustments.

B. **Termination for Cause:** APPR shall be considered in material breach of this Agreement and such breach will be considered cause for DISTRICT to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by APPR or by any of APPR's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. DISTRICT shall promptly notify APPR in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to APPR or recoveries by DISTRICT under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, DISTRICT may unilaterally terminate this Agreement for refusal by APPR 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 APPR in conjunction with this Agreement.

C. **Termination for Convenience:** Upon not less than Thirty (30) days advance written notice, DISTRICT may terminate this Agreement, in whole or in part, for DISTRICT's convenience and without cause in accordance with this clause.

D. **Effect of Illegality**: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

12. MISCELLANEOUS PROVISIONS:

A. **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by DISTRICT upon thirty days written notice and DISTRICT shall be released of any and all obligations under this Agreement.

B. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

C. **Amendments; Waivers:** No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

E. **Indemnification:** APPR 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 APPR, 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.

F. **Confidentiality:** The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, APPR shall employ commercial best practices for ensuring the security of all DISTRICT data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of APPR's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, APPR shall notify DISTRICT immediately, but no later than ten days following a determination of a breach of data security. Additionally, APPR shall fully cooperate, at its own expense, with DISTRICT regarding DISTRICT's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that DISTRICT as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of APPR, DISTRICT shall provide notice to the other party who may then, at its discretion, respond to the request. Should APPR not disclose the records or documents, APPR will defend and indemnify DISTRICT for any fees and costs which are incurred or taxed against DISTRICT because of the non-disclosure. Should APPR require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with DISTRICT.

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

H. **Contact with Students:** Unless otherwise specified, APPR will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on DISTRICT property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from DISTRICT. APPR shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

I. **Standards of Conduct:** APPR 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 APPR's employees and employees of APPR's subcontractors.

J. **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.

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

L. **Equal Opportunity:** APPR shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

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

N. **Compliance With The Public Records Act:** By entering into this Agreement, APPR 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 APPR is performing services on behalf of DISTRICT, APPR shall:

i. Keep and maintain public records required by DISTRICT to perform pursuant to the Agreement.

ii. Upon request from DISTRICT's custodian of public records (identified below), provide DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

iv. Upon completion of this Agreement, transfer, at no cost, to DISTRICT all public records in possession of APPR or keep and maintain public records required by DISTRICT to perform the service. If APPR transfers all public records to DISTRICT upon completion of this Agreement, APPR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If APPR keeps and maintains public records upon completion of this Agreement, APPR 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 APPR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO APPR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

O. **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.

P. **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 APPR will in no way be a cause for relief from responsibility. APPR 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. APPR must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

R. **Tax Exemptions:** When purchasing directly from a supplier, DISTRICT is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

S. **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 APPR, 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 APPR and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, APPR shall terminate its agreement with the subcontractor. If APPR fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by DISTRICT. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

T. **Criminal Acts:** Employment and performing work relative to the Agreement by APPR, 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, APPR 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 APPR does not comply with this provision.

U. **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 APPR 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 APPR. If a subcontractor fails to terminate said employee or independent contractor, APPR shall terminate its agreement with the subcontractor. If APPR 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.

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

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

IN WITNESS WHEREOF, Suncoast Workforce Board dba CareerSource Suncoast and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date: _____ By: _____

Superintendent, School District of Manatee County

Date: _____ By: _____

Chair, School Board of Manatee County

Date: _____ By: _____

General Counsel

Anthony Gagliano

Date: 03/10/2025 By: Anthony Gagliano (Mar 10, 2025 13:33 EDT)

(APPR Authorized Signature)

Title: VP/COO

AGENDA ITEM NO. 10.7

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Apprenticeship Training Program Agreement between S.A.K Enterprises Inc. and the School Board of Manatee County to Provide Classroom and Work Experiences for Engineering Assistant, Mechanic Equip (CAD Designer) Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

Executive Summary
This Apprenticeship Training Program Agreement is in place to establish written policies to provide MTC students with realistic work experiences and related classroom experiences to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area. To continue to develop a highly trained workforce, MTC is collaborating with S.A.K Enterprises Inc. to assist students with flexible training options and developing career skills targeted to specific trades beyond the initial workforce training MTC provides to get students employed. Students in the Engineering industry will have an opportunity for a higher level of education and earn while they learn. The initial occupation training program will focus on Engineering Assistant, Mechanic Equip (CAD Designer) however, the agreement will allow for expansion of future trade occupation programs as driven by local employer demand.

MTC is expanding their apprenticeship program offerings to further meet the needs of Manatee County Engineering demands and this agreement will focus on the needs of the Engineering industry. MTC will provide the required curriculum or Related Technical Instruction (RTI), while S.A.K Enterprises Inc. will provide the apprenticeship work sites in Manatee County for the program along with documenting the On-The-Job Training (OJT). S.A.K Enterprises Inc. will recruit apprentices for the program through local companies and MTC graduates. Wages of the apprentices are determined by the employer, but meet the requirements of the state approved program which are aligned to regional pay scales (Phase 1 $18.00 Per/Hour).

A copy of the Apprenticeship Training Program Agreement is attached for review.

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

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

Recommendation
The Superintendent recommends approval of the Apprenticeship Training Program Agreement between S.A.K Enterprises Inc. and the School Board of Manatee County to provide classroom and work experiences for Engineering Assistant, Mechanic Equip (CAD Designer) apprenticeship students at Manatee Technical College (MTC) (State Workforce Development Funding).

Financial Impact
MTC will utilize current full-time staff to facilitate the required Related Training Instruction (RTI) hours of the program. MTC will earn Workforce Funding on both the On-the-Job Training (OJT) and RTI hours. MTC retains one hundred percent of the state workforce funding based on student enrollment in the programs served by this agreement through workforce funding or any funding from the Professional Education Act (CAPE) funding generated by the students obtaining approved industry certifications.

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

Attachments:
SAK Enterprises Apprenticeship Agreement

THE SCHOOL DISTRICT OF MANATEE COUNTY
APPRENTICESHIP TRAINING PROGRAM AGREEMENT

This Agreement is entered into between The School Board of Manatee County, Florida, 215 Manatee Avenue West, Bradenton, FL 34205, hereinafter referred to as "DISTRICT" and S.A.K Enterprises, Inc., 624 17th Street, East Palmetto, FL 34221 hereinafter referred to as "APPR".

WHEREAS, DISTRICT is authorized by the State Department of Education (DOE) to provide career training programs in accordance with Florida and State Board of Education Rules; and

WHEREAS, DISTRICT desires to cooperate with APPR in implementing an apprenticeship training program through its Manatee Technical College (the "Program"); and

WHEREAS, APPR has experienced staff to provide apprenticeship students with realistic work experiences and related classroom experiences; and

WHEREAS, DISTRICT and APPR desire to train the students to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DISTRICT RESPONSIBILITIES:** DISTRICT shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. Provide a liaison to coordinate the activities of this Program between APPR and DISTRICT.

   B. Maintain the attendance, grades, on-the-job training (OJT) and Florida Department of Education (FLDOE) required training records for the Program.

   C. Provide appropriate classrooms (classrooms with tables), facilities, instructor workstation, and office equipment, and technology agreed upon by both parties.

   D. Furnish required DISTRICT forms and letters necessary to support this Program.

   E. Plan curriculum based on Program standards specified in APPR syllabus.

   F. Employ and Compensate Instructors utilizing the standard rate of pay of at least $21.42/hour with a minimum 10:1 student ratio.

   G. Provide quarterly reports on attendance, grades, competency scores, copies of OJT sheet and student totals to APPR for reporting purposes / files.

   H. Retain one hundred percent (100%) of Florida Education Finance Program (FEFP) and the Florida Career and Professional Education Act (CAPE) funding.

2. **APPR RESPONSIBILITIES:** APPR shall perform all of the following duties and obligations with due diligence, care and in good faith:

   A. Provide a training director, who will maintain all Florida Division of Workforce Development Office of Apprenticeship (DWDA) required training records and files for the Program, including OJT official credential files.

B. Supply curriculum and provide equipment.

C. Provide all appropriate and required DWDA registration forms, documentation, and data for each class, use DISTRICT registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and DISTRICT Rules.

D. Provide written assurance to DISTRICT that:

i. APPR does not discriminate against its members or applicants for participants on the basis of race, color, national origin, sex or disability; and

ii. Apprentice training will be offered and conducted for its participants free of such discrimination. Be responsible for the placement of all student work assignments for accomplishment of OJT in conformance with participating employer agreements.

E. Allow DISTRICT to recommend students for the apprenticeship Program providing they meet APPR's requirements. Should any student recommended by DISTRICT be denied into the Program, APPR agrees to provide a written explanation to DISTRICT.

F. Communicate written plans to appropriate DISTRICT personnel within no less than thirty (30) days should APPR require a dissolution of the Program. APPR will assist apprentices in transferring to another approved apprenticeship Program.

3. **JOINT RESPONSIBILITIES:** APPR and the DISTRICT shall perform all of the following duties and obligations with due diligence, care and in good faith:

A. Develop Program standards and create the APPR syllabus;

B. Collaborate in the development of policies and operational procedures for the efficient management and operation of this Program;

C. Recruit and assign students to the Program;

D. Coordinate and supervise the day-to-day administration of the Program, it being understood and agreed by the parties that APPR shall be responsible for the OJT portion of the Program, and the DISTRICT shall be responsible for the Related Technical Instruction (RTI) portion of the Program; and

E. In the event there are any new state legislative recommendations mandated for the DISTRICT operations or funding of apprenticeship programs, then the parties shall review and incorporate necessary changes to the Program to comply with such recommendations.

4. APPR REGULATORY COMPLIANCE:

A. APPR understands that, by coordinating the apprenticeship Program, it will have access to records that contain individually identifiable information. The Family Educational Rights and Privacy Act of 1974, better known as the Buckley Amendment or "FERPA," prohibits the disclosure of such information. APPR acknowledges that it fully understands that intentional disclosure of this information to any unauthorized person could result in criminal and civil penalties imposed by law. APPR further acknowledges that such willful or unauthorized disclosure also violates the provisions of this

Agreement and could constitute just cause for termination of this Agreement.

B. **Compliance with Jessica Lunsford Act:** APPR shall comply with the Jessica Lunsford Act (JLA). APPR 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. APPR and APPR'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. APPR hereby indemnifies and holds harmless DISTRICT for any claims made against DISTRICT related to the failure of APPR or APPR's personnel to comply with any of the laws referenced in this paragraph or related to APPR's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

5. **PROVISION OF FACILITIES AND EQUIPMENT:** All equipment, supplies, and materials provided by DISTRICT under this Agreement shall remain the property of DISTRICT. It is further understood that all equipment, supplies, and materials provided by APPR under this Agreement shall remain the property of APPR. However, any and all capital improvements to DISTRICT facilities, funded by APPR, remain the property of the DISTRICT Board.

6. **PROVISION OF EDUCATIONAL EXPERIENCE:** APPR shall, as a part of and in accordance with the prescribed Program standards, provide the following:

A. The administration of the "Apprenticeship" Program and the general welfare of the apprentices is the responsibility of APPR.

B. Ensure that the apprenticeship Program and all participants reported for Full Time Equivalent (FTE) have been registered with the Division of Jobs & Benefits, Department of Labor, and Employment Security of Federal Bureau of Apprenticeship Training.

C. Ensure that the classroom-related instruction and on-the-job training for apprentices are reported as job preparatory under the postsecondary occupational program title appropriated for instruction being given.

D. The related classroom instructors and apprenticeship coordinators shall be approved by APPR and DISTRICT.

E. Ensure that supervised related classroom instruction in a formal setting is provided to each apprentice for not less than 160 hours per year and has been approved by APPR.

F. Ensure the capability in the instructional delivery to accomplish the apprenticeship Program objectives as evidenced by adequate facilities, equipment supplies, and instructional materials.

G. The ratio of Apprenticeship Coordinator/Instructor to apprentices is in accordance with state standards to enable the effective delivery of OJT and other services to the apprentices.

H. The records shall be available documenting coordination of related instruction with job experience.

7. **NONDISCRIMINATION AND ANTI-HARASSMENT:** DISTRICT and APPR shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

8. **INCIDENT/INJURY REPORTING:** DISTRICT shall be responsible for advising its personnel and students to report any incident/injury that occurs during the experience or that is witnessed as having occurred at any location of APPR. Neither DISTRICT, APPR, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow-up as a consequence of such incident/injury. DISTRICT shall be responsible for compliance by DISTRICT, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

9. INSURANCE: During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof.

   In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement

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

10. **INDEPENDENCE OF THE PARTIES**: APPR is an independent contractor and DISTRICT has no supervisory authority or control over APPR or APPR's employees in the performance of this Agreement. Neither APPR nor APPR's employees shall be deemed agents or employees of DISTRICT and any representation to the contrary by APPR or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. APPR shall not employ, contract with, or otherwise use the services of any officer or employee of DISTRICT. APPR 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.

11. **TERM; EXTENSION; TERMINATION:**

    A. **Term and Extension:** The agreement is effective upon the signature of all parties, through June 30, 2026, unless terminated sooner. This Agreement shall be reviewed at the conclusion of each academic year for Program adjustments.

B. **Termination for Cause:** APPR shall be considered in material breach of this Agreement and such breach will be considered cause for DISTRICT to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by APPR or by any of APPR's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. DISTRICT shall promptly notify APPR in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to APPR or recoveries by DISTRICT under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, DISTRICT may unilaterally terminate this Agreement for refusal by APPR 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 APPR in conjunction with this Agreement.

C. **Termination for Convenience:** Upon not less than Thirty (30) days advance written notice, DISTRICT may terminate this Agreement, in whole or in part, for DISTRICT's convenience and without cause in accordance with this clause.

D. **Effect of Illegality**: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

12. MISCELLANEOUS PROVISIONS:

A. **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by DISTRICT upon thirty days written notice and DISTRICT shall be released of any and all obligations under this Agreement.

B. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

C. **Amendments; Waivers:** No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

E. **Indemnification:** APPR 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 APPR, 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.

F. **Confidentiality:** The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, APPR shall employ commercial best practices for ensuring the security of all DISTRICT data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of APPR's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, APPR shall notify DISTRICT immediately, but no later than ten days following a determination of a breach of data security. Additionally, APPR shall fully cooperate, at its own expense, with DISTRICT regarding DISTRICT's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that DISTRICT as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of APPR, DISTRICT shall provide notice to the other party who may then, at its discretion, respond to the request. Should APPR not disclose the records or documents, APPR will defend and indemnify DISTRICT for any fees and costs which are incurred or taxed against DISTRICT because of the non-disclosure. Should APPR require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with DISTRICT.

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

H. **Contact with Students:** Unless otherwise specified, APPR will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on DISTRICT property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from DISTRICT. APPR shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

I. **Standards of Conduct:** APPR 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 APPR's employees and employees of APPR's subcontractors.

J. **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.

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

L. **Equal Opportunity:** APPR shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

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

N. **Compliance With The Public Records Act:** By entering into this Agreement, APPR 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 APPR is performing services on behalf of DISTRICT, APPR shall:

i. Keep and maintain public records required by DISTRICT to perform pursuant to the Agreement.

ii. Upon request from DISTRICT's custodian of public records (identified below), provide DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

iv. Upon completion of this Agreement, transfer, at no cost, to DISTRICT all public records in possession of APPR or keep and maintain public records required by DISTRICT to perform the service. If APPR transfers all public records to DISTRICT upon completion of this Agreement, APPR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If APPR keeps and maintains public records upon completion of this Agreement, APPR 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 APPR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO APPR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

O. **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.

P. **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 APPR will in no way be a cause for relief from responsibility. APPR 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. APPR must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

R. **Tax Exemptions:** When purchasing directly from a supplier, DISTRICT is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

S. **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 APPR, 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 APPR and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, APPR shall terminate its agreement with the subcontractor. If APPR fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by DISTRICT. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

T. **Criminal Acts:** Employment and performing work relative to the Agreement by APPR, 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, APPR 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 APPR does not comply with this provision.

U. **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 APPR 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 APPR. If a subcontractor fails to terminate said employee or independent contractor, APPR shall terminate its agreement with the subcontractor. If APPR 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.

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

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

IN WITNESS WHEREOF, S.A.K Enterprises, Inc. and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date: _____ By:

Superintendent, School District of Manatee County

Date: _____ By:

Chair, School Board of Manatee County

Date: _____ By: _____

General Counsel

Date: 4-11-2025 By: Brian Wash

(APPR Authorized Signature)

Title: VP

AGENDA ITEM NO. 10.8

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Apprenticeship Training Program Agreement between Manatee Memorial Hospital and the School Board of Manatee County to Provide Classroom and Work Experiences for Pharmacy Assistant Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

Executive Summary
This Apprenticeship Training Program Agreement is in place to establish written policies to provide MTC students with realistic work experiences and related classroom experiences to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area. To continue to develop a highly trained workforce, MTC is collaborating with Manatee Memorial Hospital to assist students with flexible training options and developing career skills targeted to specific trades beyond the initial workforce training that MTC provides to get students employed. Students in the Health Care Industry will have an opportunity for a higher level of education and earn while they learn. The initial occupation training program will focus on Pharmacist Assistant (Pharmacy Technician) however, the agreement will allow for expansion of future trade occupation programs as driven by local employer demand.

MTC is expanding their apprenticeship program offerings to further meet the needs of Manatee County health care demands, and this agreement will focus on the needs of the Pharmacy Industry. MTC will provide the required curriculum or Related Technical Instruction (RTI), while Manatee Memorial Hospital will provide the apprenticeship work sites in Manatee County for the program along with providing documentation of On-The-Job Training (OJT) to Manatee Technical College (MTC). Manatee Memorial Hospital will recruit apprentices for the program through local companies and MTC graduates. Wages of the apprentices are determined by the employer but meet the requirements of the state approved program which are aligned to regional pay scales (Phase 1 $19.00 Per/Hour).

A copy of the Apprenticeship Training Program Agreement is attached for review.

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

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

Recommendation
The Superintendent recommends approval of the Apprenticeship Training Program Agreement between Manatee Memorial Hospital and the School Board of Manatee County to provide classroom and work experiences for Pharmacy Assistant apprenticeship students at Manatee Technical College (MTC) (State Workforce Development Funding).

Financial Impact
MTC will utilize current full-time staff to facilitate the required Related Training Instruction (RTI) hours of the program. MTC will earn Workforce Funding on both the On-the-Job Training (OJT) and RTI hours. MTC retains one hundred percent of state workforce funding based on student enrollment in the programs served by this agreement and any funding from the Professional Education Act (CAPE) funding generated by the students obtaining approved industry certifications.

Contact

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

Attachments:
Apprenticeship Agreement School Board and Manatee Memorial Hospital

THE SCHOOL DISTRICT OF MANATEE COUNTY
APPRENTICESHIP TRAINING PROGRAM AGREEMENT

This Agreement is entered into between The School Board of Manatee County, Florida, 215 Manatee Avenue West, Bradenton, FL 34205, hereinafter referred to as "DISTRICT" and Manatee Memorial Hospital, 206 2nd St E, Bradenton, FL 34208 hereinafter referred to as "APPR".

WHEREAS, DISTRICT is authorized by the State Department of Education (DOE) to provide career training programs in accordance with Florida and State Board of Education Rules; and

WHEREAS, DISTRICT desires to cooperate with APPR in implementing an apprenticeship training program through its Manatee Technical College (the "Program"); and

WHEREAS, APPR has experienced staff to provide apprenticeship students with realistic work experiences and related classroom experiences; and

WHEREAS, DISTRICT and APPR desire to train the students to meet the journeymen level of efficiency and enhance the skills of journeymen in their trade area.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DISTRICT RESPONSIBILITIES:** DISTRICT shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. Provide a liaison to coordinate the activities of this Program between APPR and DISTRICT.

   B. Maintain the attendance, grades, on-the-job training (OJT) and Florida Department of Education (FLDOE) required training records for the Program.

   C. Provide appropriate classrooms (classrooms with tables), facilities, instructor workstation, and office equipment, and technology agreed upon by both parties.

   D. Furnish required DISTRICT forms and letters necessary to support this Program.

   E. Plan curriculum based on Program standards specified in APPR syllabus.

   F. Employ and Compensate Instructors utilizing the standard rate of pay of at least $21.42/hour with a minimum 10:1 student ratio.

   G. Provide quarterly reports on attendance, grades, competency scores, copies of OJT sheet and student totals to APPR for reporting purposes / files.

   H. Retain one hundred percent (100%) of Florida Education Finance Program (FEFP) and the Florida Career and Professional Education Act (CAPE) funding.

2. **APPR RESPONSIBILITIES:** APPR shall perform all of the following duties and obligations with due diligence, care and in good faith:

   A. Provide a training director, who will maintain all Florida Division of Workforce Development Office of Apprenticeship (DWDA) required training records and files for the Program, including OJT official credential files.

B. Supply curriculum and provide equipment.

C. Provide all appropriate and required DWDA registration forms, documentation, and data for each class, use DISTRICT registration forms, attendance rosters, and provide other information necessary to meet Florida Statutes and DISTRICT Rules.

D. Provide written assurance to DISTRICT that:

i. APPR does not discriminate against its members or applicants for participants on the basis of race, color, national origin, sex or disability; and

ii. Apprentice training will be offered and conducted for its participants free of such discrimination. Be responsible for the placement of all student work assignments for accomplishment of OJT in conformance with participating employer agreements.

E. Allow DISTRICT to recommend students for the apprenticeship Program providing they meet APPR's requirements. Should any student recommended by DISTRICT be denied into the Program, APPR agrees to provide a written explanation to DISTRICT.

F. Communicate written plans to appropriate DISTRICT personnel within no less than thirty (30) days should APPR require a dissolution of the Program. APPR will assist apprentices in transferring to another approved apprenticeship Program.

3. **JOINT RESPONSIBILITIES:** APPR and the DISTRICT shall perform all of the following duties and obligations with due diligence, care and in good faith:

A. Develop Program standards and create the APPR syllabus;

B. Collaborate in the development of policies and operational procedures for the efficient management and operation of this Program;

C. Recruit and assign students to the Program;

D. Coordinate and supervise the day-to-day administration of the Program, it being understood and agreed by the parties that APPR shall be responsible for the OJT portion of the Program, and the DISTRICT shall be responsible for the Related Technical Instruction (RTI) portion of the Program; and

E. In the event there are any new state legislative recommendations mandated for the DISTRICT operations or funding of apprenticeship programs, then the parties shall review and incorporate necessary changes to the Program to comply with such recommendations.

4. **APPR REGULATORY COMPLIANCE:**

A. APPR understands that, by coordinating the apprenticeship Program, it will have access to records that contain individually identifiable information. The Family Educational Rights and Privacy Act of 1974, better known as the Buckley Amendment or "FERPA," prohibits the disclosure of such information. APPR acknowledges that it fully understands that intentional disclosure of this information to any unauthorized person could result in criminal and civil penalties imposed by law. APPR further acknowledges that such willful or unauthorized disclosure also violates the provisions of this

Agreement and could constitute just cause for termination of this Agreement.

B. **Compliance with Jessica Lunsford Act:** APPR shall comply with the Jessica Lunsford Act (JLA). APPR 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. APPR and APPR'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. APPR hereby indemnifies and holds harmless DISTRICT for any claims made against DISTRICT related to the failure of APPR or APPR's personnel to comply with any of the laws referenced in this paragraph or related to APPR's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

5. **PROVISION OF FACILITIES AND EQUIPMENT:** All equipment, supplies, and materials provided by DISTRICT under this Agreement shall remain the property of DISTRICT. It is further understood that all equipment, supplies, and materials provided by APPR under this Agreement shall remain the property of APPR. However, any and all capital improvements to DISTRICT facilities, funded by APPR, remain the property of the DISTRICT Board.

6. **PROVISION OF EDUCATIONAL EXPERIENCE:** APPR shall, as a part of and in accordance with the prescribed Program standards, provide the following:

   A. The administration of the "Apprenticeship" Program and the general welfare of the apprentices is the responsibility of APPR.

   B. Ensure that the apprenticeship Program and all participants reported for Full Time Equivalent (FTE) have been registered with the Division of Jobs & Benefits, Department of Labor, and Employment Security of Federal Bureau of Apprenticeship Training.

   C. Ensure that the classroom-related instruction and on-the-job training for apprentices are reported as job preparatory under the postsecondary occupational program title appropriated for instruction being given.

   D. The related classroom instructors and apprenticeship coordinators shall be approved by APPR and DISTRICT.

   E. Ensure that supervised related classroom instruction in a formal setting is provided to each apprentice for not less than 220 hours per year and has been approved by APPR.

   F. Ensure the capability in the instructional delivery to accomplish the apprenticeship Program objectives as evidenced by adequate facilities, equipment supplies, and instructional materials.

   G. The ratio of Apprenticeship Coordinator/Instructor to apprentices is in accordance with state standards to enable the effective delivery of OJT and other services to the apprentices.

   H. The term of the apprenticeship shall be 2000 hours, approximately 12 months of continuous on-the-job employment (including the probationary period)

   I. The records shall be available documenting coordination of related instruction with job experience.

7. **NONDISCRIMINATION AND ANTI-HARASSMENT:** DISTRICT and APPR shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender

status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

8. **INCIDENT/INJURY REPORTING:** DISTRICT shall be responsible for advising its personnel and students to report any incident/injury that occurs during the experience or that is witnessed as having occurred at any location of APPR. Neither DISTRICT, APPR, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow-up as a consequence of such incident/injury. DISTRICT shall be responsible for compliance by DISTRICT, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

9. INSURANCE: During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof.

   In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement

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

10. **INDEPENDENCE OF THE PARTIES**: APPR is an independent contractor and DISTRICT has no supervisory authority or control over APPR or APPR's employees in the performance of this Agreement. Neither APPR nor APPR's employees shall be deemed agents or employees of DISTRICT and any representation to the contrary by APPR or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. APPR shall not employ, contract with, or otherwise use the services of any officer or employee of DISTRICT. APPR 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.

11. TERM; EXTENSION; TERMINATION:

A. **Term and Extension:** The agreement is effective upon the signature of all parties, through June 30, 2026, unless terminated sooner. This Agreement shall be reviewed at the conclusion of each academic year for Program adjustments.

B. **Termination for Cause:** APPR shall be considered in material breach of this Agreement and such breach will be considered cause for DISTRICT to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by APPR or by any of APPR's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. DISTRICT shall promptly notify APPR in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to APPR or recoveries by DISTRICT under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, DISTRICT may unilaterally terminate this Agreement for refusal by APPR 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 APPR in conjunction with this Agreement.

C. **Termination for Convenience:** Upon not less than Thirty (30) days advance written notice, either Party may terminate this Agreement, in whole or in part, for convenience and without cause in accordance with this clause.

D. **Effect of Illegality**: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

12 MISCELLANEOUS PROVISIONS:

A. **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by DISTRICT upon thirty days written notice and DISTRICT shall be released of any and all obligations under this Agreement.

B. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

C. **Amendments; Waivers:** No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

D. **Governing Law:** This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration

before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

E. **Indemnification:** APPR 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 APPR, 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.

F. **Confidentiality:** The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, APPR shall employ commercial best practices for ensuring the security of all DISTRICT data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of APPR's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, APPR shall notify DISTRICT immediately, but no later than ten days following a determination of a breach of data security. Additionally, APPR shall fully cooperate, at its own expense, with DISTRICT regarding DISTRICT's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that DISTRICT as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of APPR, DISTRICT shall provide notice to the other party who may then, at its discretion, respond to the request. Should APPR not disclose the records or documents, APPR will defend and indemnify DISTRICT for any fees and costs which are incurred or taxed against DISTRICT because of the non-disclosure. Should APPR require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with DISTRICT.

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

H. **Contact with Students:** Unless otherwise specified, APPR will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on DISTRICT property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from DISTRICT. APPR shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

I. **Standards of Conduct:** APPR 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 APPR's employees and employees of APPR's subcontractors.

J. **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.

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

L. **Equal Opportunity:** APPR shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

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

N. **Compliance With The Public Records Act:** By entering into this Agreement, APPR 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 APPR is performing services on behalf of DISTRICT, APPR shall:

   i. Keep and maintain public records required by DISTRICT to perform pursuant to the Agreement.

   ii. Upon request from DISTRICT's custodian of public records (identified below), provide DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

   iv. Upon completion of this Agreement, transfer, at no cost, to DISTRICT all public records in possession of APPR or keep and maintain public records required by DISTRICT to perform the service. If APPR transfers all public records to DISTRICT upon completion

of this Agreement, APPR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If APPR keeps and maintains public records upon completion of this Agreement, APPR 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 APPR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO APPR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

O. **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.

P. **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 APPR will in no way be a cause for relief from responsibility. APPR 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. APPR must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

R. **Tax Exemptions:** When purchasing directly from a supplier, DISTRICT is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

S. **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 APPR, 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 APPR and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, APPR shall terminate its agreement with the subcontractor. If APPR fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who

fails to terminate said employee or independent contractor, this Agreement may be terminated by DISTRICT. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

T. **Criminal Acts:** Employment and performing work relative to the Agreement by APPR, 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, APPR 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 APPR does not comply with this provision.

U. **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 APPR 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 APPR. If a subcontractor fails to terminate said employee or independent contractor, APPR shall terminate its agreement with the subcontractor. If APPR 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.

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

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

IN WITNESS WHEREOF, Manatee Memorial Hospital and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date: _____ By: _____

Superintendent, School District of Manatee County

Date: _____ By: _____

Chair, School Board of Manatee County

Date: _____ By: _____

General Counsel

Date: 04/08/2025 By: _____

(APPR Authorized Signature) Andy Guz

Manatee Memorial Hospital

Title: CEO

AGENDA ITEM NO. 10.9

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Instructional Materials, Textbooks, Curriculum Software and Associated Professional Learning from Florida School Book Depository, Direct from Publishers and Exempt Vendors, SDMC No. 26-0006-BS, Estimated in the Amount of $5,000,000.00 (Multiple Funding Sources)

Executive Summary
Instructional materials, textbooks, curriculum software and associated professional learning are purchased throughout the fiscal year by the schools, and several departments using various funds allocated to each School District by the Department of Education and various other sources. Portions of the allocations are categorically based on full time equivalent (FTE) student count for each District. These items are purchased from various suppliers including the Florida School Book Depository, as well as direct from the publishers. District purchases for instructional materials align with the state requirement that at least 50% of the purchases are for digital resources. All District purchased state-adopted materials are available in digital format as well as hard copy.

Per Florida Statute, each district School Board must purchase instructional materials to provide each student in Kindergarten through grade 12 with a major tool of instruction in core courses of mathematics, language arts, social studies, science, reading, and literature. District school boards shall also ensure that instructional materials used in the district are consistent with the district goals and objectives and the core descriptions established in rule of the State Board of Education, as well as with the state standards provided for in F.S.1003.41. All purchases will follow School Board Policy, through June 30, 2026.

Historical expenditures are as follows:
- YTD 2024 - 2025 $3,155,750.94 (07-01-24 – 04-07-2025)
- 2023 - 2024 $11,956,657.43
- 2022 - 2023 $2,722,502.26

Florida Statutes Section 1010.04(4)(a) ”The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(11) states, “The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: . . . (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.”

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

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget allows.

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready To Learn | Goal 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 to purchase instructional materials, textbooks, curriculum software and associated professional learning from Florida School Book Depository, direct from publishers and exempt vendors, SDMC No. 26-0006-BS, estimated in the amount of $5,000,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for these annually estimated expenditures are various Instructional Materials, Media, Grant Funds and other funds as needed and is included in the schools and various departments proposed 2025-2026 budget.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Derek Jensen and Tyler Goffi

AGENDA ITEM NO. 10.10

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Purchase(s) of Testing Materials, SDMC NO. 26-0007-BS, Estimated in the Amount of $950,000.00 (Multiple Funding Sources)

Executive Summary
Testing materials are purchased throughout the fiscal year by all schools and several departments using funds allocated to each School District by the Department of Education and various other sources. A portion of the allocations are categorically based on full time equivalent (FTE) student count for each District. These testing materials are purchased direct from the publishers as well as other sources. Advanced Placement (AP) exams from College Board, Advanced International Certificate of Education (AICE) exams, and International Baccalaureate (IB) exams will also be purchased.

Historical Expenditures are as follows:
- YTD 2024 – 2025 $713,899.36 (7-1-24 – 04-09-25)
- 2023 – 2024 $907,955.12
- 2022 - 2023 $837,738.42

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: . . . (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

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

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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

Recommendation
The Superintendent recommends approval of purchase(s) of testing materials, SDMC No. 26-0007-BS, estimated in the amount of $950,000.00 (Multiple Funding Sources).

Financial Impact

The funding source for these annually estimated expenditures are General Funds, Special Revenue Funds, IDEA Funds, Grants and Instructional Materials Funds and are included in the schools and various departments proposed 2025-2026 budget.

Contact
Submitting Department: Curriculum
Initiated By: Derek Jensen

AGENDA ITEM NO. 10.11

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase 2025 Public Safety Bi-Directional Amplifier (BDA), Distributed Antenna System (DAS), 5-Year Extended Maintenance Service Agreement - Agreement Between Owner and Motorola Solutions, Inc. in the Amount of $235,618.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Motorola Solutions, Inc. which establishes a 5 Year Extended Maintenance Service Agreement with William H. Bashaw Elementary School, Braden River Elementary School, Gene Witt Elementary School, Lakewood Ranch High School, Barbara Harvey Elementary School, proposal dated March 20, 2025, on file with the Department of Construction Services.

Public Safety Bi-Directional Amplifier (BDA) - Project Summary 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 to purchase 2025 Public Safety Bi-Directional Amplifier (BDA), Distributed Antenna System (DAS) 5-Year Extended Maintenance Service Agreement - Agreement Between Owner and Motorola Solutions, Inc. in the amount of $235,618.00 (Capital Funds).

Financial Impact
The 5-Year Extended Maintenance Service Agreement amount is $235,618.00 and is included in the total project budget of $1,641,901.00 **(Capital Funds).**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
2025 BDA Project Summary
Manatee County BDA System 5 Yr Maintenance Service Agmt

2025 Bi-Directional Amplifier BDA

PROJECT COORDINATOR: David Wildes

ARCHITECT/ENGINEER:	N/A	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	Currently on the District's Continuing Contracts List

PROJECT BUDGET:

$ 1,641,901.00	(05/28/2024) Project Budget - Grant Funds
$ 268,973.92	William H. Bashaw Elementary - Capital Funds
$ 183,518.40	Braden River Elementary - Grant Funds
$ 210,112.64	Gene Witt Elementay - Capital Funds
$ 280,713.49	Lakewood Ranch High - Grant Funds
$ 167,332.35	Barbara Harvey Elementary - Grant Funds

HISTORY: William H. Bashaw Elementary School was constructed in 1984/85. A Retrofit in Technology was completed in 1997. The roof of Building #1 was replaced in 2000. In 2002/03 the facility's heating, ventilation, air-conditioning and fire sprinkler/new fire alarm systems were installed. Additionally, interior lighting and finishes were replaced. In 2006, an elastomeric coating was applied to all metal roofing.

Braden River Elementary was built in 1988 and has 647 permanent student stations. A covered play area was added in 2004.

Gene Witt Elementary School was constructed in 1994 and currently houses 852 permanent student stations and 66 relocatable student stations. A covered picnic area was added to the school in 2001 and facility lighting enhancements were conducted by FPL in 2007. In 2008, the chillers were replaced.

Lakewood Ranch High School was originally built in 1998. The student capacity is 1955. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021. In 2021 the construction began on the new two-story classroom building consisting of twenty(20) classrooms, and two (2) labs.

Barbara Harvey Elementary School was designed for 838 student stations.

SCOPE: Provide professional engineering and design services for: 1. Distributed Antenna System (DAS) system design for life safety 2. Electrical Engineering: power and fire alarm, per TLC Engineering Solutions, proposal dated March 21, 2024, on file with the Department of Construction Services (Work) 3. Supply and install required BDA equipment with associated electrical, Fire alarm and finish repairs at five school locations, per McIntyre Elwell &Strammer General Contractors, Inc., per proposal dated May 6, 2024

INCLUDED IN 5-YEAR WORK PLAN: No

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	N/A			Architectural/Engineering Services
TOTAL	$ -			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$ 1,610,628.13	May 28, 2024	Approved	Guaranteed Maximum Price (GMP)
TOTAL	$ 1,610,628.13			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ 2,550.00		N/A	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 2,550.00			
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$ 235,618.00	April 29, 2025	Pending	Motorola Solutions - 5 Year Service Agreement
TOTAL	$ 235,618.00			

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 **Motorola Solutions, Inc.** (Consultant), whose address is 3382 Bartlett Blvd., Orlando, Florida 32811. Consultant is not prequalified by Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects but is retained pursuant to Fla. Stat. sec 287.055(3)(a)1 and Fla. Stat. sec 287.017.

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 and in furtherance of the following:

CONTRACT #: **CON 529**

PROJECT NAME: **Public Safety Bi-Directional Amplifier (BDA) - Distributed Antenna Systems - Service Agreement**

LOCATION: William H. Bashaw Elementary, Braden River Elementary, Gene Witt Elementary, Lakewood Ranch High, Harvey Elementary Manatee County, Florida

PROJECT BUDGET: $1,641,901.00

SERVICES: **To provide a Service Agreement for the above 5 schools, a 5-year Maintenance Plan proposal dated March 20, 2025**, on file with the Department of Construction Services (Work).

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 **$235,618.00** 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. **Proposal:** In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Proposal, the provisions contained within the body of this Agreement 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:	Motorola Solutions, Inc. Attention: Richard Jimenez 3382 Bartlett Blvd. Orlando, FL 32811
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 Mantee 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: 613000

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. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the Owner to indemnify the Consultant, Owner's obligation to indemnify the Consultant shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

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 $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.

e. 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.

f. 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.

g. Liability Insurance in an amount 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. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Consultant that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Consultant further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Consultant further understands that this Agreement with Owner for goods or services of any amount may be terminated at Owner's option if Consultant (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

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: Richard F. Jimenez, as Business Development Manager

Owner: David Wildes, 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:

Richard Jimenez
Signature

4/3/25
Date

Richard F. Jimenez
Type or Print Name

Business Development Manager
Title

Motorola Solutions, Inc.
Business/Company Name

(303) 805-0119
Phone

3382 Bartlett Blvd.
Address

(407) 839-1938
Fax

Orlando, FL 32811
City, State, Zip

rich.jimenez@motorolasolutions.com
Email

OWNER:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Project Director	Date
Director	Date
Legal Counsel (approved as to form and legal content)	Date
Deputy Superintendent (Projects Under $50,000.00)	Date
Superintendent (Projects Under $100,000.00)	Date
Board Chair (Projects $100,000.00 or over)	Date

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: MOTOROLA SOLUTIONS INC.

Address: 2000 PROGRESS PKWY, SCHAUMBURG, IL 60196

Phone Number: 847-738-9328

Authorized Representative's Name: JOHN E. MUENCH

Authorized Representative's Title: SR. DIRECTOR, SERVICE OPERATIONS

Email Address: john.muench@motorolasolutions.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

John E Muench

Signature of Authorized Representative

AGENDA ITEM NO. 10.12

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Revised Agreement for Purchase and Sale of Property-Jones Potato Farm School Site-School AA (Capital Funds)

Executive Summary
The School Board approved an agreement for the acquisition of the Jones Potato Farm School Site–School AA on March 11, 2025. Subsequent to School Board's approval, the seller identified an issue regarding water rights. The previous approved version required the seller to transfer a proportionate share of water rights to the School Board, but this is not feasible as the site is in the Southwest Florida Water Management District Most Impacted Area and the change of use from agriculture to a school will eliminate any quantities transferred. The School Board can conduct the necessary irrigation water supply by applying for an exempt recharge well and using surface water from a pond or connect to the Manatee County water supply. This version of the agreement removes the requirement for the seller to transfer a proportionate share of the agricultural use water rights.

The Jones Potato Farm School Site–School AA is a 39+/- acre parcel located west of the intersection of Buckeye Road and Pritchart Road in north Manatee County. The property is adjacent to and north of Buckeye Road, approximately 3.5 miles east of Interstate 75. Adjacent and nearby properties are being planned for residential development. The site is being acquired for the intended construction of a school.

The sale price of $3,650,000.00 is based on the average of two recently obtained appraisals. The agreement includes provisions for the School District to terminate the agreement for purchase and sale based on the any unsatisfactory results of due diligence during the feasibility period. Closing will occur after the completion of a feasibility study satisfactory to the School District.

The agreement also includes a provision that would allow the seller to repurchase the property, if at the end of 5 years after closing the School Board does not add the site to its 5-year Capital Plan to develop a school on the site.

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 revised agreement for purchase and sale of property-Jones Potato Farm School Site-School AA (Capital Funds).

Financial Impact
The financial impact is $3,650,000.00 based on the average value determined by two appraisals. The Agreement also requires an Earnest Money Deposit in the amount of $10,000.00, which is included in the $3,650,000.00. **This is funded by Capital Funds.**

Contact
Submitting Department: Construction Services

Initiated By: Reginald Goff

Attachments:
Agreement Jones Potato Farm School Site-School AA

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
JONES POTATO FARM SCHOOL SITE

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (the Agreement") is entered into by and between **Jones Ranch LLC**, a Florida limited liability company (hereinafter referred to as "SELLER") **First City Property Company, LLC**, a Florida limited liability company (hereinafter referred to as "Developer") and **The School Board of Manatee County, Florida,** a public body corporate (hereinafter referred to as "SCHOOL BOARD").

WITNESSETH

WHEREAS, the SELLER is the owner of certain lands in Manatee County, Florida; and

WHEREAS, the SELLER desires to convey land to the SCHOOL BOARD; and

WHEREAS, the SCHOOL BOARD desires to obtain land from the SELLER; and

WHEREAS, the SELLER is authorized to develop a planned development known as Jones Farm pursuant to Manatee County Zoning Ordinance PDMU-20-32(Z)(G), and

WHEREAS, the SCHOOL BOARD desires to construct a school in the Jones Farm Development, and

WHEREAS, the SELLER and the SCHOOL BOARD both benefit from a school being constructed on the land.

WHEREAS, the Developer is the land developer of the SELLER'S adjacent property.

NOW, THEREFORE, the parties agree as follows:

1.The Recitals and Definitions as hereinbefore set forth are true and accurate and are incorporated herein.

2.The parties acknowledge the adequacy of the consideration for this Agreement in the form of the mutual promises contained herein. Each party is acting in reliance, to its detriment, on said promises in the event this Agreement was to fail.

ARTICLE I - DEFINITIONS

The "Site" shall mean that certain real property and all improvements except as may be excluded herein, to be conveyed to the SCHOOL BOARD, pursuant to the terms of this Agreement, the exact legal description of which will be prepared by the surveyor performing the survey referenced in Article II, Paragraph 8 (the "Survey"). After such legal description is prepared by the surveyor, and approved by the SCHOOL BOARD and the SELLER, such legal description shall be attached hereto as **Exhibit "A" as an amendment to the Agreement.** Unless and to the extent specifically set forth herein, the Site shall not include the right to withdraw groundwater pursuant to existing water use permits authorized for the Site or the adjacent property, or the pumps, motors or other items of personal property associated with the withdrawal wells for such water rights, and all

of such rights shall be retained by the SELLER. At Closing, SELLER and SCHOOL BOARD will execute and deliver such documents as are reasonably required to remove the retained water rights from the Site and transfer those rights to the adjacent property or otherwise as SELLER directs. Provided however, Seller shall not object to any application of the SCHOOL BOARD for its own well on the Site.

ARTICLE II - SALE OF SITE

The SELLER agrees to transfer to the SCHOOL BOARD, through a sale, the Site under the terms and conditions hereinafter set forth.

1. Property Description. The Site is generally described as a 39+/- acre parcel located west of the intersection of Pritchard Road and Buckeye Road as depicted on the sketch attached hereto as **Exhibit "B"**. The exact boundaries and acreage will be determined by the Survey and the Site shall include all improvements of every nature whatsoever owned by the SELLER and located in or on, or attached to, or used or intended to be used in connection with real property and all easements, rights of way, gores of land, streets, ways, alleys, passages, governmental entitlements, sewer rights, water courses, (excluding groundwater and groundwater withdrawal rights, wells, pumps, motors, or other items of personal property retained by Seller) and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Site hereinabove described including, without limitation, all of the SELLER's right, title and interest, if any, in and to the land underlying and the air space overlying any public or private ways or streets crossing or abutting the same.

Tax ID Number 394000004 (only part of this parent tract)

2. Conveyance. Subject to Article II, Paragraph 5, the SELLER shall convey the Site to the SCHOOL BOARD by Special Warranty Deed ("Deed") in fee simple absolute, subject only to (i) taxes and assessments not yet due and payable, zoning and building codes, and all matters affecting the title acceptable to SCHOOL BOARD, (excluding mortgage and other monetary liens) hereinafter referred to as the "Permitted Exceptions". Possession of the Site shall be delivered to the SCHOOL BOARD at Closing. The SELLER makes no warranty or representation that any particular use is allowed on the Site. The provisions of this Paragraph 2 shall specifically survive the closing hereof.

3. Purchase Price. The purchase price is based upon the fair market value of the Site, as determined by the average of two land appraisals prepared by a certified Member Appraisal Institute (MAI) in accordance with the criteria established by the Appraisal Institute with one of the land appraisals performed by the SCHOOL BOARD and the other performed by the SELLER and certified to the SCHOOL BOARD. Based on the above formula the parties agree the purchase price is $3,650,000.00 due and payable in cash/US dollars at closing..

The SCHOOL BOARD shall deposit the sum of Ten Thousand Dollars ($10,000.00) as an Earnest Money Deposit with the Escrow Agent identified in Article III, Paragraph 7 herein within five (5) days after the Effective Date of this Agreement. The Earnest Money Deposit shall be held by Escrow Agent and applied to the Purchase Price at closing, or otherwise

distributed in accordance with this Agreement.

4. Title Insurance. Within ten (10) days after the receipt of survey, the SCHOOL BOARD will order a title insurance commitment ("Title Commitment") from a title insurance company (the "Title Company") selected by the SCHOOL BOARD and licensed to do business in the State of Florida, pursuant to the terms of which the title insurance company commits to issue to the SCHOOL BOARD a title insurance policy on the Site in the amount of the Purchase Price. A copy of the Title Commitment will be furnished to the SELLER upon receipt by the SCHOOL BOARD. The SCHOOL BOARD shall obtain the title insurance policy within a reasonable time period after Closing. The cost of the title insurance commitment and policy will be paid by the SCHOOL BOARD.

5. Title Defects: Time for Curing. The SCHOOL BOARD shall, within ten (10) business days after delivery of the survey (Article II, Paragraph 8), notify the SELLER of any objections to title ("Title Defects") other than the Permitted Exceptions to which the conveyance, as stated above, is to be specifically subject. If the SELLER is notified of existing Title Defects, other than the Permitted Exceptions and those for which recordable discharges are, in accordance with local customs, to be furnished at the closing, then the SELLER shall have thirty (30) days after receipt of notice thereof to correct the Title Defects in order to convey title as required to be provided in this Agreement. If, at the end of such time, title has not been so perfected, the SCHOOL BOARD may, at its option and within five (5) business days after the expiration of said thirty (30) day period, either accept title to the Site in the condition that it is then in, or terminate this Agreement. Failure of the SCHOOL BOARD to elect, within said five (5) business days period, to accept title, shall constitute its election to terminate this Agreement. The SELLER shall make a diligent, good faith effort to cure any Title Defects but is not required to file any lawsuits. The SELLER and/or SCHOOL BOARD may request a thirty (30) day extension to the initial thirty (30) days, provided it is taking reasonable effort to correct any said defects. The extension may be accepted or requested by the SCHOOL BOARD Superintendent.

6. Feasibility Period/Site Documentation. Within 5 days after Effective Date the SELLER shall provide or make available to the SCHOOL BOARD copies of all information and data the SELLER has on the Site including but not limited to title commitments and policies, documents affecting title, surveys, agreements, contracts, leases, tests, environmental studies, reports and studies of any kind owned or controlled by the SELLER. The SCHOOL BOARD shall have one hundred twenty (120) days from and after the Effective Date in which to investigate the Site for its suitability ("Feasibility Period"). The SCHOOL BOARD understands, acknowledges, and agrees that, prior to April 1, 2025, the Site shall be the subject of active farming and harvesting, and that any on site activities within such period of time needs to be coordained with SELLER or Developer and not cause material damage to growing crops or otherwise interfere with harvesting. All parties shall use best efforts and good faith to coordinate with each other so that the SCHOOL BOARD is able to effectively accomplish its review during the Feasibility Period. During the Feasibility Period, the SCHOOL BOARD, for any reason, may elect to terminate this Agreement, in which event, this Agreement shall be null and void and of no further force and effect. The SCHOOL BOARD may elect to accept the Site prior to the expiration of the Feasibility Period by notifying the SELLER in writing of its acceptance. If the SCHOOL BOARD has not previously notified the SELLER regarding acceptability of the Site, the SCHOOL BOARD shall on or before the expiration of the

Feasibility Period notify the SELLER whether or not the Site is acceptable. Failure of the SCHOOL BOARD to notify the SELLER on or before expiration of the Feasibility Period shall not be deemed an acceptance of the Site by the SCHOOL BOARD.

If the SCHOOL BOARD has not terminated this Agreement by the end of the Feasibility Period, at the SCHOOL BOARD's option, one (1) additional forty five (45) day period may be added to the initial 120-day Feasibility Period (hereinafter the "Extended Feasibility Period"), if the SCHOOL BOARD shall deposit an additional Ten Thousand and No/l00ths Dollars ($10,000.00) (the "Extension Fee") with the Escrow Agent within 10 days after expiration of the Feasibility period, which shall be applied to the Purchase Price if the sale closes. Such agreement to extend the feasibility period on behalf of the SCHOOL BOARD can be exercised by the SCHOOL BOARD Superintendent. The Extension Fee shall be added to the Earnest Money Deposit and thereafter the total amount deposited with the Escrow Agent shall be considered to be the Earnest Money Deposit prior to the expiration of the initial 120-day Feasibility Period.

Within the Feasibility Period SELLER, Developer and SCHOOL BOARD shall jointly discuss and seek agreement on architectural design coordination, and joint use opportunities for school facilities such as outdoor athletic and other similar facilities, subject to SCHOOL BOARD policies and procedures for use of school Board facilities by outside organizations. SCHOOL BOARD has provided SELLER and Developer with the SCHOOL BOARD's policy and procedures for naming schools.

7. Manatee County Approval. In order to be able to close, the SCHOOL BOARD must have received a Determination of Consistency with the Comprehensive Plan from Manatee County for the Site ("County Approval"). If necessary, such approval shall be sought through a joint application of the SCHOOL BOARD and the SELLER.

The SCHOOL BOARD shall diligently pursue the receipt of such approval. The SCHOOL BOARD will have until the completion of the Feasibility Period to secure County Approval. The SCHOOL BOARD may elect to accept the Site prior to the expiration of the time period(s) specified hereinabove for receipt of County Approval by notifying the SELLER in writing of its election. The SELLER shall cooperate with the SCHOOL BOARD in the permitting process, including the reasonable execution of required applications at no cost to the SELLER or the SCHOOL BOARD. In the event, the SCHOOL BOARD does not secure County approval, this Agreement shall be null and void and of no further force and effect and the Escrow Deposit returned to SCHOOL BOARD.

8. Survey. Within sixty (60) days of the Effective Date hereof, the SCHOOL BOARD agrees to have a survey prepared of the Site and will deliver a copy to the SELLER. Such survey shall be certified to the SELLER, the SCHOOL BOARD, the title insurance company, the title insurance agent and attorneys for the parties. In the event the survey discloses any encroachment upon or from the Site or any other survey defect, such encroachment or defect shall be treated in the same manner as a title defect under Article II Paragraph 5 of this Agreement to the extent that the SCHOOL BOARD objects to such matters set forth in the survey. The legal description prepared by the surveyor who provided the survey pursuant to this Paragraph 8, shall be mutually approved by SELLER and SCHOOL BOARD and, upon such approval, shall be the legal description used in Exhibit A, the Deed and title insurance

policy.

9. Adequate Public Facilities and Concurrency. Within the Feasibility Period SELLER and SCHOOL BOARD shall jointly cooperate with each other to confirm that sufficient public facilities exist at the Site to support a 1714 student station school on the Site, including, without implied limitation (i) all public facilities as necessary to satisfy requirements of concurrency in applicable regulatory codes and ordinances, (ii) public potable water lines, public irrigation lines, electric service , natural gas lines, public sewer lines high speed internet/communication lines and facilities including fiber optic all of the size, specification, and capacity required by SCHOOL BOARD to serve a 1714 student station school, and (iii) such other facilities as may be required to provide convenient access and circulation in support of the Site. Prior to May 21, 2028, but subject to force majeure events, SELLER and/or Developer shall provide at Sellers/Developer's expense a public road with curb cuts and sidewalk (the "North Road") abutting and contiguous to the north border of the Site to the SCHOOL BOARDS easternmost entrance. The public road and sidewalk shall connect to the public roadway system within the adjacent Jones Farm Development allowing vehicular and pedestrian access to the Site without traveling on Buckeye Road. The road and sidewalk design shall be coordinated with SELLER, Developer and SCHOOL BOARD during the Feasibility Period. As security for Seller/Developer's obligation, $500,000.00 of the Purchase Price shall be placed into an interest-bearing escrow account with Escrow Agent and shall be released to Seller/Developer upon completion of the North Road as certified as substantially complete by both SCHOOL BOARD and Seller/Developer's project engineers. Interest shall be paid to the party receiving the funds. Failure to complete the North Road as required herein will allow release of the escrowed funds to SCHOOL BOARD but shall not be the limit of SCHOOL BOARD's damages for breach. As an alternative SELLER/DEVELOPER, or an independent special district formed for the adjacent property may bond the North Road improvements in amounts and on terms acceptable to SCHOOL BOARD. This section, obligation and covenant shall survive the Closing.

10. Closing. Provided all other conditions of this Agreement have been satisfied or waived by the SCHOOL BOARD, and if the Site has been deemed acceptable pursuant to Article II, Paragraph 6, the parties agree that the closing ("Closing") on the Site shall occur within sixty (60) days after the end of all applicable feasibility periods or as otherwise mutually agreed by SELLER and SCHOOL BOARD within the Feasibility Period. Closing shall be held at the offices of Dye, Harrison, Knowles in Bradenton, Florida, at the date set forth herein or a date ("Closing Date") and time mutually agreed upon by the parties and can be conducted through the use of electronic mail and overnight document couriers (i.e. no requirement for a physical meeting). This date may be extended by mutual agreement of the parties. Such agreement to extend closing on behalf of the SCHOOL BOARD can be exercised by the SCHOOL BOARD Superintendent. Possession of the Site shall be delivered to the SCHOOL BOARD at Closing. During the SCHOOL BOARD'S possession of the Site, post-closing, the SCHOOL BOARD shall maintain the site in a neat, clean, safe, orderly, and proper condition, with the Property "bush hog" mowed not less than two (2) times per year.

11. Costs. The SCHOOL BOARD shall pay the cost of recording the deed, the cost of the title insurance policy, and the costs of the survey. Costs of documentary stamps required by Florida law, if any, shall be paid by the SELLER. The SELLER shall be responsible for title curative documents and the cost to satisfy any existing monetary liens on the Property. The SCHOOL BOARD shall have the right at Closing to reduce the amount due to the SELLER to pay off any existing monetary liens against the Property for which the SELLER is liable. Each party shall bear their own attorney fees associated with this transaction.

12. Closing Documents. The SELLER or its counsel shall prepare, at its sole cost and expense, and shall deliver to the SCHOOL BOARD's counsel, no later than five (5) business days before the scheduled Closing Date, the following documents in draft form (which are expressly subject to the SCHOOL BOARD's review and reasonable approval) and the SCHOOL BOARD's remedy for the SELLER's failure to deliver the same within said five (5) days is at the SCHOOL BOARD's option, the right to unilaterally extend the Closing Date such that the SCHOOL BOARD shall have the entire five (5) days to review the same: the

(a) The Special Warranty Deed in recordable form with all exhibits attached conveying title to the Property.

(b) Any documents that the SCHOOL BOARD's counsel may reasonably determine are necessary to assign any easements, licenses, development rights or permits relating to the Property;

(c) Written evidence of authority to execute and deliver the deed, including but not limited to any applicable organizational formation documents, certificates of existence and/or authorizing resolutions;

(d) An Owner's Affidavit regarding the payment of bills for labor and materials rendered for improvements on or to the Property as may reasonably be required by the SCHOOL BOARD's title insurance company in order to issue the title insurance policies and to insure the title without exception for unfiled mechanics' and materialmens' liens and without exceptions for rights of possession in any third party, as well as any other documents reasonably required by the Title Company to issue the SCHOOL BOARD's owner's and/or loan and/or leasehold policy(ies) of insurance;

(e) A "non-foreign person" affidavit ("FIRPTA") as required by the Internal Revenue Service with respect to the sale of real property;

(f) Any SELLER's affidavits related to withholding taxes that are required by federal or state law;

(g) Any other documents that are reasonable or customary where the Site is located.

No later than one (1) business day before the Closing Date, The SELLER shall deliver executed and recordable originals of the final agreed upon versions of the above-referenced documents to the Title Agent. The Title Agent shall prepare and circulate the closing statement for review, approval and execution by the parties prior to the consummation of the transaction.

13. Taxes. SELLER shall be responsible to pay all taxes and assessments due on the Site through day of closing. At closing, if allowed by the tax collector, the SELLER shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit into escrow with the County Tax Collector an amount equal to the current year's real property taxes for the Site, prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rate on the property of which the Site is a part.

14. Inspection. Subject to the items of coordination set forth in Section 6 hereof, the SCHOOL BOARD, its agents, employees and representatives shall have a license to access the Site at all reasonable times subsequent to the dated signature of the SELLER and prior to the Closing Date, with full right to: (a) inspect the Site; and (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as the SCHOOL BOARD, its counsel, licensed engineers, surveyors or other representative may deem reasonably necessary. The SELLER agrees that it shall not interfere with the SCHOOL BOARD in connection with the tests and inspections to be performed by, or on behalf of, the SCHOOL BOARD. Any tests, examinations or inspections of the Site by the SCHOOL BOARD and all costs and expenses in connection with the SCHOOL BOARD's inspection of the Site (or any part thereof) shall be at the sole cost of the SCHOOL BOARD and shall be performed in a manner so as not to interfere with the SELLER's reasonable use of the Site and shall not violate any law or regulation of any governmental authority. Upon completion of such inspections, examinations or tests, the SCHOOL BOARD shall restore the Site to substantially the same condition as existed prior to the inspections and testing by, or on behalf of, the SCHOOL BOARD. Any information collected from such examinations, inspections or tests shall be made available for public review as may be required by Chapter 119, Florida Statues. The SCHOOL BOARD, subject to all statutory limitations, agrees to indemnify and hold the SELLER harmless from any damages caused by the SCHOOL BOARD'S right to the inspection of the Site. SCHOOL BOARD's liability is subject to all limitations imposed by Section 768.28, Florida Statutes and is not waiving its sovereign immunity as provided by law.

15. Property Condition. The SELLER will deliver the Site to the SCHOOL BOARD at closing in its present "as is" condition, ordinary wear and tear excepted. In the event that the condition of the Site has materially changed since the expiration of the Feasibility Period, the SCHOOL BOARD may elect to terminate the Agreement and receive a refund of any and all deposits paid. As to the status of the Site, SELLER and SCHOOL BOARD understand, acknowledge and agree as follows:

(a) SCHOOL BOARD hereby acknowledges that SELLER may form a community development or stewardship district (the "District") and the District may issue tax exempt bonds to finance construction of infrastructure within the District. The Site being sold by SELLER to SCHOOL BOARD shall not be included in or subject to the District, any Stewardship District or any Home Owner's Covenants or Association.

(b) SCHOOL BOARD acknowledges the School will be adjacent to homes within a Master Planned Community and agrees to coordinate site access design, and site planning with the SELLER and Developer.

(c) It is the SCHOOL BOARD'S intent to develop and use the Site solely as a school and educational purposes. For a period of 5 years after Closing, if SCHOOL BOARD does not add the Site to its 5 year Capital Plan to develop a school on the Site, then in that event SCHOOL BOARD shall offer the Site to SELLER for the same Purchase Price of the Property as agreed to herein plus accrued simple interest in the amount of four percent (4%) per annum running from the day of Closing to the day of closing on the resale to SELLER, by providing SELLER and Developer actual written notice with actual receipt of the notice confirmed by the SELLER and Developer. If the five years is passed and the SCHOOL BOARD has not added the Site to the Capital Plan and SELLER wants to repurchase the Site, then SELLER must give Notice to SCHOOL BOARD that it wants to repurchase the Site after which School Board shall have 90 days from Notice to add the Site to its Capital Plan and shall notify SELLER

of its intent. If SCHOOL BOARD decides not to add the Site to its Capital Plan after SELLER'S Notice then SELLER may exercise its right to repurchase the Property from SCHOOL BOARD for the same Purchase Price of the Property as agreed to herein, plus accrued simple interest accrual at the rate of four percent (4%) running from the day of Closing to the day of closing on the resale to SELLER. SELLER shall have 14 business days to decide to exercise the right to repurchase the Site which must be made in writing. SELLER shall pay all closing costs related to the repurchase transaction. SELLERS right may not be assigned without SCHOOL BOARD'S approval in writing which shall not be unreasonably withheld. Closing will occur within 60 days from exercise. If SELLER does not exercise the right to repurchase within eight (8) years after Closing then this provision shall be void. This Section shall survive the Closing.

16. Walk-through Inspection. The SCHOOL BOARD may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Site to determine compliance with this Agreement.

17. SELLER's Warranties and Representations. The SELLER hereby covenants, represents and warrants to the SCHOOL BOARD knowing that the SCHOOL BOARD is relying on each such representation, warranty and covenant that:

(a) The SELLER has good, marketable and insurable fee simple absolute title to the Site subject only to the Permitted Exceptions and encumbrances that are of record.

(b) Subsequent to the Effective Date of this Agreement, The SELLER will not take any action or otherwise permit any change in the status of the title to the Site without first obtaining the written consent of the SCHOOL BOARD, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) The SELLER possesses the full and unrestricted right and power to enter into and perform this Agreement. The individuals who have executed this Agreement as the SELLER or on behalf of the SELLER have the full right and authority to do so, having obtained all consents to enter into and perform this Agreement and to sell the Site on the terms set forth in this Agreement.

(d) There are no third parties in possession of all or any portion of the Site.

(e) To the SELLER's knowledge, the Site is in compliance with all applicable federal, state, county and municipal laws, rules, regulations and ordinances including, but not limited to any applicable restrictions, zoning ordinances, building codes and regulations and any governmental or quasi- governmental requirements relating to the Site.

(f) There is no action, suit, administrative proceeding, judgment, bankruptcy, lien execution, or proceeding pending or to the SELLER's knowledge threatened against or affecting the Site or the SELLER, which if adversely determined or continued might have an adverse effect upon the Property or the SELLER.

(g) The SELLER has no knowledge of any pending or threatened condemnation or eminent domain proceedings which might affect the Property or any part thereof.

(h) To the SELLER's knowledge, all operations or activities upon the Site by the SELLER and/or previous owners, and the use and occupancy of all or any part of the Site by

the SELLER and/or previous owners are and have been in all material respects in compliance with all applicable laws, rules, and regulations relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, release, or disposal of any hazardous, toxic, or polluting substances. The SELLER has not received any notification from any person, entity, or governmental authority regarding a violation, proceeding, or inquiry pertaining to the Property with regards to the environment or hazardous, toxic, or polluting substances and there are no underground storage tanks on the Site.

(i) From the Effective Date until the Closing Date, the SELLER immediately will notify the SCHOOL BOARD of any fact, event, or occurrence of which it has knowledge having a material effect on the Site or which renders any representation or warranty made by the SELLER in this Agreement incorrect or misleading in any respect, including but not limited to fire or other casualty loss, receipt of notice of condemnation or threat of condemnation, or violation of any health, safety, fire, environmental, or zoning law, code, regulation, or ordinance, and the SELLER promptly will send to the SCHOOL BOARD copies of any notices.

(j) Utilities. Electric service is/or will be available and contiguous to the Site.

(k) The SELLER: (i) is solvent, (ii) is not in the hands of a receiver and no application for the appointment of a receiver pending, (iii) the SELLER has not made an assignment for the benefit of creditors, and (iv) the SELLER is not the subject of any petition in bankruptcy nor is it currently contemplating filing for bankruptcy.

The SELLER acknowledges and agrees that no examination or investigation of the Site by or on behalf of the SCHOOL BOARD prior to Closing shall in any way modify, affect or diminish the SELLER's obligations under the representations, warranties and agreements set forth in this Agreement. The SCHOOL BOARD's obligations hereunder are expressly conditioned upon each of the representations and warranties being true and correct on the Effective Date and the Closing Date.

ARTICLE III - MISCELLANEOUS

1. Florida Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Florida. The venue for any legal proceedings regarding this Agreement shall be in Manatee County, Florida.

2. Attorneys' Fees. In connection with any litigation, including appellate proceedings arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of the litigation.

3. Validity. The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

4. Binding. This Agreement, and all responsibilities, shall be binding upon and inure to the successors or assigns of the parties hereto.

5. Assignment. This Agreement may not be assigned in part or in its entirety by

the SCHOOL BOARD to any other entity.

6. Broker's Commission. NO COMMISSIONS WILL BE PAID BY THE SCHOOL BOARD IN ASSOCIATION WITH THE SALE OF THE SITE. THE SCHOOL BOARD represents to the SELLER and warrants to the SELLER that THE SCHOOL BOARD has dealt with no brokers, finders or the like in connection with this transaction, and the SCHOOL BOARD agrees to indemnify the SELLER and to hold the SELLER harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from the SCHOOL BOARD's actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the SELLER, including reasonable attorneys' fees (SCHOOL BOARD is subject to the limitations imposed by Section 768.28, Florida Statutes and without waiving its sovereign immunity, if applicable).

NO COMMISSIONS WILL BE PAID BY THE SELLER IN ASSOCIATION WITH THE SALE OF THE SITE. The SELLER represents to the SCHOOL BOARD and warrants to the SCHOOL BOARD that the SELLER has dealt with no brokers, finders or the like in connection with this transaction, and the SELLER agrees to indemnify the SCHOOL BOARD and to hold the SCHOOL BOARD harmless against all claims, damages, costs or expenses of or for any other such fees or commissions resulting from the SELLER's actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the SCHOOL BOARD, including reasonable attorneys' fees.

7. Escrow. Dye Harrison Knowles, 1206 Manatee Avenue West, Bradenton, Florida 34205 shall serve as Escrow Agent for this transaction. The Escrow Agent receiving funds is authorized and agrees, by acceptance of them, to deposit them promptly into a non-interest bearing account, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse the SCHOOL BOARD's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court having jurisdiction over the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for items previously delivered out of escrow. Any suit between the SCHOOL BOARD and the SELLER where Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be charged and assessed as Court costs in favor of the prevailing parties. The parties agree that the Escrow Agent shall not be liable to any party or person for misdelivery to either party of items subject to this escrow, unless such misdelivery is due to the willful breach of this Agreement or the gross negligence of Escrow Agent. The SELLER acknowledges that Escrow Agent may represent the SCHOOL BOARD in connection with any matter arising in connection with this Agreement.

8. Authority. The SCHOOL BOARD and the SELLER warrant that each has the appropriate power and authority to enter into and bind itself pursuant to this Agreement. Further, this Agreement shall be binding upon any successors and assigns of both parties.

9. Drafting. The SCHOOL BOARD and the SELLER agree that both parties have played an equal part in the drafting of this Agreement and, therefore, no provisions of this Agreement shall be construed against either party hereto because such party is deemed to have drafted such provisions.

10. Other Agreements. No prior or present agreements or representations shall be binding upon either of the parties hereto unless incorporated in this Agreement. No modifications or changes to this Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

11. Multiple Counterparts. The Agreement and any Addendum or Amendments hereto may be executed in multiple counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. Faxes or telecopied transmissions, including signed fax counterparts thereof, shall be deemed originals.

12. Notice. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desire to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered either in person or by delivery service with receipt acknowledged or by registered or certified mail, return receipt requested, postage prepaid, or, in the case of facsimile transmission, when received and telephonically confirmed, in each case as follows:

SELLER: Jones Ranch, LLC
13400 Dickey Road
Parrish, Florida 34219
Attn: Alan E. Jones
Telephone No.: (941) _____

With copies to: Donald W. Scarlett, Jr., Esq.
Ulrich, Scarlett, Watts & Dean, PA
713 S. Orange Avenue, Suite 201
Sarasota, Florida 34236
Telephone No.: (941) 955-5100 x223

With copies to: First City Property Company, LLC
Attn: John A. Neal
5800 Lakewood Ranch Blvd.
Sarasota, Florida 34240
Telephone No.: (941) 328-1053

With copies to: Edward Vogler II, Esq.
705 10th Avenue West Unit 103
Palmetto, Florida 34221
Telephone No.: (941) 720-1605

SCHOOL BOARD: Manatee County School Board

215 Manatee Avenue West
Bradenton, FL 34205
Attn: Jason Wysong, Superintendent
Telephone No.: (941) 708-8770

With copies *to:* Stephen R. Dye, Esquire
Dye Harrison Knowles Kirkland
Pratt & DePaola. PLLC.
1206 Manatee Avenue West,
Bradenton, FL 34205
Telephone: (941) 748-4411
Fax: (941) 748-1573
Email: Sdye@dyeharrison.com

13. Effect of Failure. Failure to close or otherwise comply with this Agreement could be the result of various causes, each of which has an effect on the parties rights and obligations under this Agreement. The following outline is a summary of the effect of each such failure to close or otherwise comply with the provisions of this Agreement. The provisions of this Paragraph 13 shall control in the event of any inconsistency in this Agreement.

(a) By the SCHOOL BOARD pursuant to the feasibility period in Article II, Paragraph 6, herein.

Effect: The Agreement terminates in full - Earnest Money Deposit returned to the SCHOOL BOARD.

(b) By the SCHOOL BOARD due to failure of the SELLER to correct Title Defects as provided in Article II, Paragraph 5 herein.

Effect: The Agreement terminates in full - Earnest Money Deposit returned to the SCHOOL BOARD.

(c) Due to failure of the SCHOOL BOARD to receive County Approval as set forth in Article II, Paragraph 7, herein.

Effect: The Agreement terminates in full - Earnest Money Deposit returned to the SCHOOL BOARD.

(d) By the SCHOOL BOARD due to material change in the condition of the Site between end of feasibility period and closing.

Effect: The Agreement terminates in full - Earnest Money Deposit returned to the SCHOOL BOARD.

(e) Unexcused failure of the SELLER to close.

Effect: The SCHOOL BOARD may enforce the Agreement through specific performance or terminate this Agreement and receive a refund of its Earnest Money Deposit and may bring an action for damages caused by SELLER's breach.

(f) Unexcused failure of the SCHOOL BOARD to close.

Effect: The Agreement terminates in full - Earnest Money Deposit paid to the SELLER.

(g) The SELLER's representations and warranties are not true as of the Closing Date in any material respect, and this information was unknown to the SELLER, or the representation or warranty was true as of when made.

Effect: The SCHOOL BOARD may terminate this Agreement in which case Earnest Money Deposit is returned to the SCHOOL BOARD.

14. Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

15. Approval by the SCHOOL BOARD. All purchase agreements entered by the School Board of Manatee County are required to be approved by the SCHOOL BOARD at a regular or special meeting in order to be enforceable. Upon approval and execution by the SCHOOL BOARD, a fully executed copy will be provided to the SELLER.

16. Effective Date. The Effective Date of this Agreement shall be the date of execution of this Agreement by or on behalf of the SCHOOL BOARD.

17. Participation in Subdivision Documents. The SCHOOL BOARD will not be obligated to purchase the Property if the Site is subject to any declarations, rules, regulations, deed restrictions and/or other subdivision restrictions that will prohibit the SCHOOL BOARD from using the Property for its intended purpose. The Site being sold by SELLER to SCHOOL BOARD shall not be included in or subject to a Community Development District, Stewardship District or any Home Owners Covenants or Association.

18. The SELLER's Discontinuation of Business on the Site. The SELLER shall discontinue any and all business activities on the Site as of the date of closing. The SELLER shall terminate any leases or occupancy and/or rights of use by others as of the date of closing and all business activities of others shall cease as of the date of closing.

19. Time of Essence. Time is of the essence in the performance of the terms and conditions of this Agreement. If any date set forth in this Agreement should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. It being understood, however, that in this Agreement, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Florida. In this Agreement, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

20. Survival of Warranties/Indemnities. Except as otherwise stated herein, this Agreement and the warranties and indemnities contained herein shall expressly survive for a period of three (3) years after the consummation of the purchase and sale of the Site on the

Closing Date, the delivery of the deed to the SCHOOL BOARD and the payment of the purchase price, and shall not be merged into the closing documents. Notwithstanding any provisions to the contrary contained herein, the indemnification provisions shall also survive any termination or expiration of this Agreement for a period of (3) three years from the date of Closing.

21. Back Up Offers. The SELLER is prohibited from entering into back up offer contracts during the term of this Agreement.

IN **WITNESS WHEREOF,** the parties hereto have caused these presents to be executed in the manner required by the law.

Signed. Sealed and delivered
in the presence of:

Stephanie Spandet
Print Name: Stephanie Spandet

Susan A. McCartney
Print Name: Susan A. McCartney

JONES RANCH, LLC a Florida limited liability company:

By: Al E Jones
Print Name: Alan E. Jones
Title: MANAGER

Date: 3/21/2025

Stephanie Spandet
Print Name: Stephanie Spandet

Susan A McCartney
Print Name: Susan A. McCartney

FIRST CITY PROPERTY COMPANY, a Florida limited liability company

By:
Print Name: John A. Neal
Title: Manager Manager

Date: 3/20/2025

[Signature Page to Agreement For Purchase And Sale Of Property Jones Potato Farm School Site]

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporation

By:_____

Print Name: Chad Choate, III

Title: Chairman

Date:_____

ATTEST:

_____

Superintendent

_____

Print Name:_____

_____

Print Name:_____

Dated:_____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen Dye (Apr 1, 2025 11:19 EDT) 04/01/2025

SCHOOL BOARD ATTORNEY

MP Mychel Pendley 03/28/2025

RG Reginald Goff 03/28/2025

KP KP 04/02/2025

EXHIBIT A

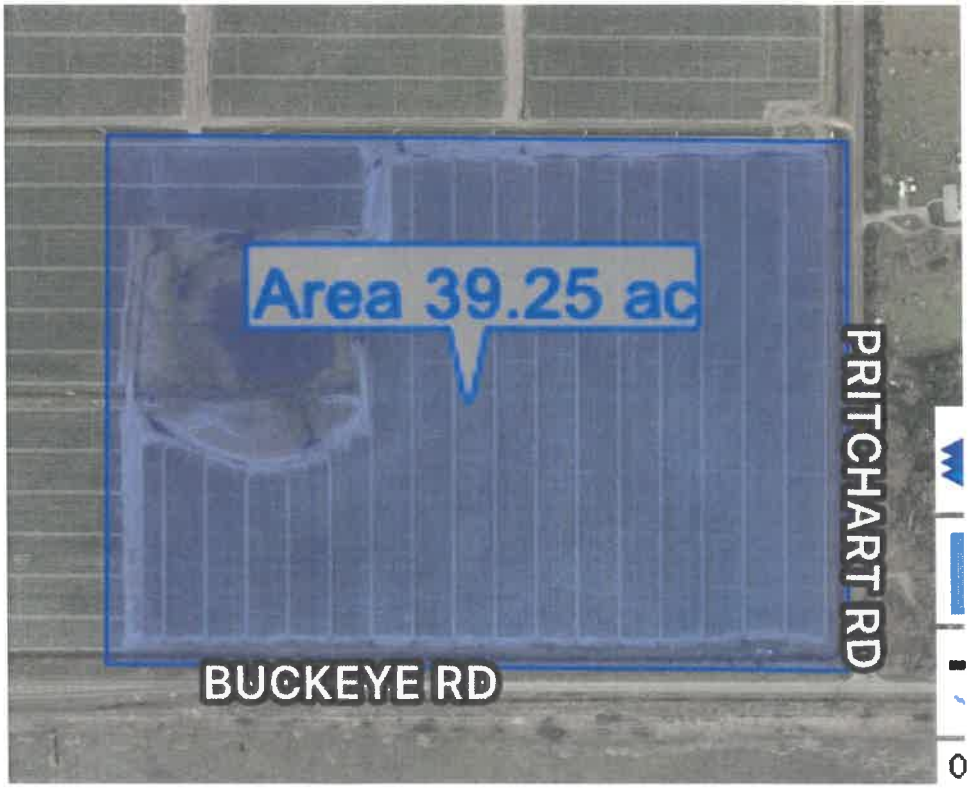
Legal Description

(to be inserted based on survey)

Exhibit B

(SITE IN PURPLE)





AGENDA ITEM NO. 10.13

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Manatee Technical College Law Academy Firing & Driving Range - Substantial Completion and Certificate of Occupancy (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the School Board Chairman to execute a Certificate of Substantial Completion and Certificate of Occupancy for Manatee Technical College Law Academy Firing & Driving Range. Substantial Completion has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of February 21, 2025.

Substantial Completion is defined as the facility being sufficiently complete so that it can be utilized for its intended purpose. Substantial Completion certificates require Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Manatee Technical College Law Academy Firing & Driving Range Project Summary is attached for reference.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Manatee Technical College Law Academy Firing & Driving Range - Substantial Completion and Certificate of Occupancy (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
MTC Law Academy Project Summary
MTC Law Academy Substantial Completion
MTC Law Academy Certificate of Occupancy

MANATEE TECHNICAL COLLEGE - MTC LAW ACADEMY - Firing & Driving Range

PROJECT DIRECTOR: Mike Pendley

ARCHITECT/ENGINEER:	Fawley Bryant Architecture	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	A.D. Morgan	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	GFA International	Currently on the District's Continuing Contracts

PROJECT BUDGET:	$7,010,000.00	(2/13/2024) Revised Project Budget
	$4,770,000.00	Revised Project Budget
	$4,000,000.00	(07/27/21) Original Project Budget
SUBSTANTIAL COMPLETION:	11/27/2024	Amendment 3 Final GMP (2/27/2024)
	1/27/2025	Change Order 1 (11/12/2024)
	2/21/2025	Change Order 2 (12/10/2024)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. The legislature approved a grant to partially fund the Florida Law Enforcement Academy. The School Board subsequently entered into a lease agreement with the City of Bradenton. The lease agreement allows the School Board to construct the Firing/Driving Range - Florida Law Enforcement Academy on their property.

SCOPE: The scope of work will include, but is not limited to, outdoor shooting lanes with backstops, small classroom building, regulation driving pad, parking area, and associated sitework and stormwater retention. The shooting range and driving pad will be located off of Taylor Road between SR 64 and SR 70.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 320,000.00	July 27, 2021	Approved	Architectural/Engineering Services
Phase I Plans:	$ -	December 14, 2021	Approved	Schematic Design
Ltr of Commitment:	$ -	December 14, 2021	Approved	AE Letter of Commitment
Amend 1:	$ 24,947.00	August 9, 2022	Approved	Addl svcs - Relocation on the site
TOTAL	$ 344,947.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 12,250.00	July 27, 2021	Approved	Pre-Construction Services
Ltr of Commitment:	$ -	December 14, 2021	Approved	CM Letter of Commitment
Amendment 1:	$ 2,503.02	August 9, 2022	Approved	Addl svcs - Relocation on the site
Amendment 2:	$ 1,981,479.00	December 13, 2022	Approved	Partial GMP
Amendment 3:	$ 4,437,976.98	February 27, 2024	Approved	Guaranteed Maximum Price (GMP)
Change Order 1:	$ (215,458.88)	November 12, 2024	Approved	Change Order 1- Direct Materials Purchases
Change Order 2:	$ (12,940.00)	December 10, 2024	Approved	Change Order 2- Direct Materials Purchases
Change Order 3:	$ (217,282.50)	February 11, 2025	Approved	Change Order 3- Direct Materials Purchases
Substantial Completion:	$ -	April 29, 2025	Pending	Substantial Completion
TOTAL	$ 5,988,527.62			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 27,500.00	October 28, 2021	N/A	Plans Review, Permitting & Inspections Svcs
Amend #1:	$ -			
TOTAL	$ 27,500.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	$ 21,000.00	June 24, 2024	N/A	Materials Testing
TOTAL	$ 21,000.00			

SUBSTANTIAL COMPLETION

Project: **MTC Law Academy Firing & Driving Range** Project Number: **3951520140**
Location: 38626 Taylor Road
Myakka City, FL 34251

Contract Date: July 27, 2021

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Fawley Bryant Architecture
5391 Lakewood Ranch Blvd N
Sarasota, FL 34240

CM: AD Morgan Construction
2411-B Manatee Avenue W
Bradenton, FL 34205

Date of Issuance: **2/21/2025**

Project or Designated Portion shall include:

The scope of work included, but not limited to, outdoor shooting lanes with backstops, small classroom building, regulation driving pad, parking area, and associated sitework and stormwater retention.

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:

2/21/2025

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

N/A

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Fawley Bryant Architecture	James Hugglestone James Hugglestone (Mar 10, 2025 15:29 EDT)	03/10/2025
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) _____ days from the above date of Substantial Completion.

A.D. Morgan Construction	Logan Mushro	03/07/2025
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on **2/21/2025**

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.

Michael Pendley (Mar 10, 2025 15:39 EDT) 03/10/2025

Regina Cox (Mar 10, 2025 15:53 EDT) 03/10/2025

Certificate of Occupancy

Date: March 27, 2025

1. **BUILDING PERMIT NO:** B-12272023
2. **ADDRESS:** 38626 Taylor Rd. Myakka City, FL 34251
3. **Owner/Owner Agent:** School District of Manatee County

4. Specific Area of Building for this Certificate:

5. Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:

MTC Shooting Range

6. Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction: n/a

7. Building Official: Gregory Yantorno BU1214

8. Code edition under which permit was issued: 2020 FBC

9. Use & Occupancy, in accordance with Chapter 3: Business

10. Type of Construction, defined in Chapter 6: II-B

11. Occupant Load: 91

12. If an Automatic Sprinkler System is provided, whether the sprinkler is required:

n/a

13. Special stipulations & conditions of the permit:

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

AGENDA ITEM NO. 10.14

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Oneco Elementary School - Addition and Renovation - Partial Substantial Completion and Certificate of Completion - Building 3 (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the School Board Chairman, to execute a Partial Substantial Completion and Certificate of Completion for Oneco Elementary School - Addition and Renovation. Partial Substantial Completion - Building 3 has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of March 10, 2025.

Substantial Completion is defined as the facility being sufficiently complete so that it can be utilized for its intended purpose. Substantial Completion Certificate requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Oneco Elementary School Addition and Renovation Summary Sheet is attached for reference.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Oneco Elementary School - Addition and Renovation - Partial Substantial Completion and Certificate of Completion - Building 3 (No Financial Impact).

Financial Impact
No final impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Oneco ES Addition and Renovation Project Summary Sheet
Oneco_ES_Add_and_Reno_Partial_Sub_Comp_Bldg._3.pdf
Oneco ES Add and Reno Bldg 3 Certificate of Completion

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
SUBSTANTIAL COMPLETION:		3/10/2026	Amendment 2 GMP (12/13/2023)
		12/17/2024	Substantial Completion - Bldg 2 (3/11/2025)
		1/3/2025	Substantial Completion - Bldg 5 (3/11/2025)
		3/10/2025	Substantial Completion - Bldg 3 (4/29/2025 Pending)

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 administration/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.

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	Approved	Guaranteed Maximum Price
Substantial Completion:	$ -	March 11, 2025	Approved	Substantial Completion - December 17, 2024 - Building 2
Substantial Completion:	$ -	March 11, 2025	Approved	Substantial Completion - January 3, 2025 - Building 5
Substantial Completion:	$ -	April 29, 2025	Pending	Substantial Completion - March 10, 2025 - Building 3
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	Approved	Mechanical, Electrical and Plumbing Commissioning
TOTAL	$ 67,500.00			

SUBSTANTIAL COMPLETION

Project: Oneco Elementary School – Renovation
Location: 5214 22nd St Ct E
Bradenton FL 34203

Project Number: 250

Contract Date: 7/27/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Zyscovich, LLC
4010 West Boy Scout Blvd Ste 750
Tampa FL 33607

CM: Charles Perry Partners, Inc.
8200 NW 15th Pl
Gainesville, FL 32606

Date of Issuance: 3/10/25

Project or Designated Portion shall include:

Oneco Elementary School - Building 3

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:

3/10/2025

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

Building 3 Only

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.

Zyscovich, LLC
ARCHITECTURAL FIRM

BY

3/10/25
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (90) Ninety days from the above date of Substantial Completion.

Charles Perry Partners, Inc.
CONTRACTOR

Christopher Platis
BY

3/11/2025
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 3/10/2025 (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.

04/02/2025

04/02/2025

Certificate of Completion

Date: 3/7/2025

1. **BUILDING PERMIT NO:** B11022023-3
2. **ADDRESS:** 5214 22nd CT E Bradenton, FL 34203
3. **Owner/Owner Agent:** School District of Manatee County

4. **Specific Area of Building for this Certificate:** New Building 3

5. **Described portion of the structure that has been inspected for compliance and the use for which the proposed occupancy is classified:** n/a

6. **Building and Structures in flood hazard areas: Documentation of the as-built lowest floor elevation has been provided and retained in the records of authority having jurisdiction:** n/a

7. **Building Official:** Gregory Yantorno BU1214

8. **Code edition under which permit was issued:** 2020 FBC

9. **Use & Occupancy, in accordance with Chapter 3:** Educational

10. **Type of Construction, defined in Chapter 6:** IIB

11. **Occupant Load:** 924

12. **If an Automatic Sprinkler System is provided, whether the sprinkler is required:**

13. **Special stipulations & conditions of the permit:**

BY:

Gregory Yantorno
PRINTED NAME

SIGNATURE

AGENDA ITEM NO. 10.15

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Quitclaim Deed at Intersection of State Road 64 and Travelers Palm Drive (No Financial Impact)

Executive Summary
The School Board owned a 17-acre parcel north of State Road 64 near Uihlein Road/Travelers Palm Drive which was traded to the North River Ranch developer for the Barbara A. Harvey K-8 in North River Ranch school site (K-8). The North River Ranch developer is required to install certain improvements to the new K-8 school site and the School Board is holding the deed to the 17-acre trade parcel north of State Road 64 in escrow until completion of the committed improvements. The School Board also holds easements to access the State Road 64 17-acre trade parcel.

Lakewood Ranch Development, Ranchland Investors, and the Florida Department of Transportation (FDOT) are collaborating to install a roundabout at State Road 64 and Travel's Drive. In order to install the roundabout, FDOT requires a quitclaim deed for a small area of the School Board retained access easement. The quitclaim deed does not prevent the School Board from accessing the 17-acre trade parcel as the new right-of-way line will be contiguous with the remaining access easement.

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 quitclaim deed at intersection of State Road 64 and Travelers Palm Drive (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Quitclaim Deed

04-COQCD

Date: March 26, 2025
This instrument prepared
under the direction of:
Angela D. Tucker, Chief Counsel
Post Office Box 1249
Bartow, Florida 33831-1249
Department of Transportation

F.P. NO. N/A
PARCEL 508.2
SECTION 1305-250
STATE ROAD 64
COUNTY MANATEE

FOR RIGHT OF WAY PURPOSES

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this __ day of _____, 20___, by THE SCHOOL BOARD OF MANATEE COUNTY FLORIDA, A PUBLIC BODY CORPORATE, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249. (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said grantor has in and to hereinafter described parcel of land arising out of that certain EASEMENT, recorded in Official Records Instrument #202141074851, of the Public Records MANATEE County, Florida, together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of MANATEE, Florida, viz:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in the presence of: (*Two witnesses required by Florida Law)*

WITNESSES

_____(Seal)
Signature

_____
Legibly Print/Type Name

*Witness Mailing Address:

_____

_____

_____

_____(Seal)
Signature

_____
Legibly Print/Type Name

GRANTOR(S)

_____(SEAL)
Signature

_____
Legibly Print/Type Name
Its Chairman or Vice Chairman

_____(SEAL)
Signature

_____
Legibly Print/Type Name
Its Secretary

Grantor(s)' Mailing Address:

P.O. Box 9069

Bradenton, FL 34206-9069

*Witness Mailing Address:

_____

_____

_____

Michael Pendley 03/27/2025

Reginald Goff 03/27/2025

SD 03/27/2025

KP 03/28/2025

**In accordance with Florida Statute 695.26, as amended, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.*

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ___physical presence or ___ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Name:_____Notary Public in and for the County and State last aforesaid. My Commission Expires:_____Serial No., if any:_____
_____

EXHIBIT "A"
Page 1 of 2

F.P. NO. N/A

Section 1305-250

PARCEL 508

Those portions of Tracts 300, 400, and 401, Palm Grove at Lakewood Ranch Phase 1, a subdivision lying in Sections 35 and 36, Township 34 South, Range 19 East, as per plat thereof recorded in Plat Book 83, Page 81, Public Records of Manatee County, Florida.

Being more particularly described as follows:

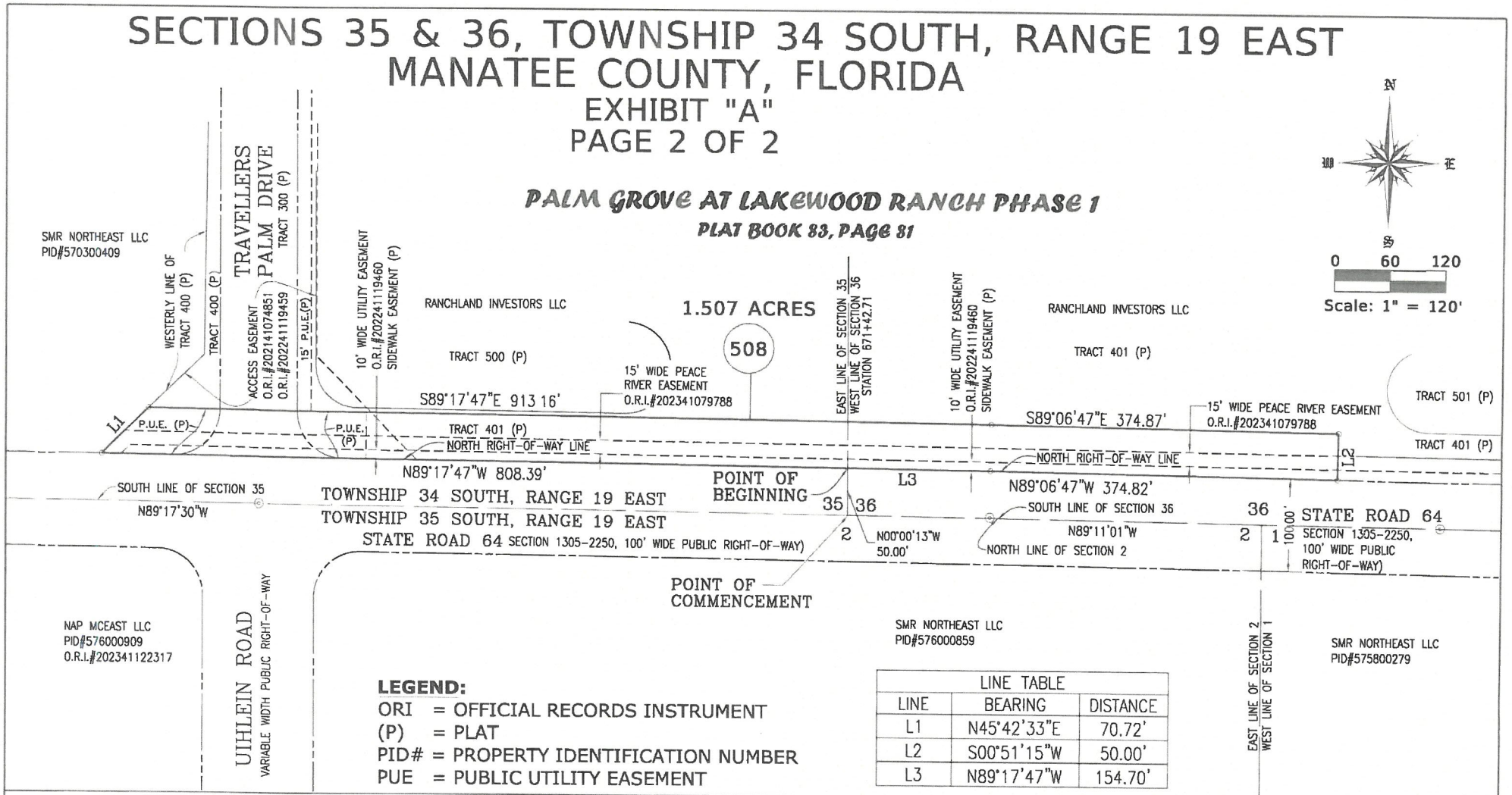
Commence at the southeast corner of said Section 35, said corner also being the southwest corner of said Section 36, also being station 671+42.71 of centerline of survey for State Road 64 (Section 1305-250); thence along the east line of said Section 35 and the west line of said Section 36, North 00°00'13" West a distance of 50.00 feet to the north existing right of way line of said State Road 64 and the south line of said Tract 401 for a POINT OF BEGINNING; thence along said north existing right of way line and the south line of said Tracts 401, 300, and 400, North 89°17'47" West a distance of 808.39 feet to the southwest corner of said Tract 400; thence along the westerly line of said Tract 400 North 45°42'33" East a distance of 70.72 feet; thence South 89°17'47" East a distance of 913.16 feet; thence South 89°06'47" East a distance of 374.87 feet; thence South 00°51'15" West a distance of 50.00 feet to said north existing right of way line and said south line of Tract 401; thence along said north existing right of way line and said south line North 89°06'47" West a distance of 374.82 feet; thence continue along said north existing right of way line and said south line North 89°17'47" West a distance of 154.70 feet to the POINT OF BEGINNING.

Containing 1.507 acres, more or less.

Legal Description Approved by:

Michael D. McLean PSM # 6658
Date: 3-6-2025
NOT VALID UNLESS EMBOSSED

SECTIONS 35 & 36, TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA
EXHIBIT "A"
PAGE 2 OF 2



LEGEND:
ORI = OFFICIAL RECORDS INSTRUMENT
(P) = PLAT
PID# = PROPERTY IDENTIFICATION NUMBER
PUE = PUBLIC UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°42'33"E	70.72'
L2	S00°51'15"W	50.00'
L3	N89°17'47"W	154.70'

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 64 — MANATEE COUNTY

	BY	DATE
DRAWN	JAR	2/3/2025
CHECKED	MDM	2/4/2025

PREPARED BY: FLORIDA DEPARTMENT OF TRANSPORTATION
DATA SOURCE: STANTEC SKETCH AND DESCRIPTION
F.P. NO. N/A
SECTION 1305-250
PAGE 4 OF 4 FOR PARCEL 508.2

AGENDA ITEM NO. 10.16

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Barbara A. Harvey K-8 at North River Ranch - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)

Executive Summary
The Barbara A. Harvey K-8 at North River Ranch school is located at 11620 North River Ranch Trail, Parrish. Utility connections for a waterline, sanitary sewer line and reclaimed water line are located on the southwest corner of the site adjacent to the North River Ranch Trail right-of-way. These utilities serve the school and connect to Manatee County publicly owned utilities. No school facility other than the entrance drive is located within the area of the easement. Providing a permanent utilities easement to Manatee County will allow Manatee County to access and service the utilities.

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 Barbara A. Harvey at North River Ranch - permanent utilities easement and affidavit of ownership and encumbrances (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Permanent Utilities Easement
Affidavit of Ownership & Encumbrances

THIS INSTRUMENT PREPARED BY:
Claudia Ruiz, Real Property Specialist
On behalf of Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: North County Middle School - Harvey
PID NO: 394610959

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made and entered into between **SCHOOL BOARD OF MANATEE COUNTY**, a public body corporate organized and existing under the laws of the State of Florida, whose mailing address is Post Office Box 9069, Bradenton, Florida 34206-9069, as "**Grantor**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "**Grantee**,"

W I T N E S S E T H:

THAT said Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a ***nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities*** over, under, and across the property situated in Manatee County, State of Florida, more particularly described in **Composite Exhibit "A"** attached hereto and incorporated herein by this reference.

THAT said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper Chairperson thereunto duly authorized, the day and year first below written.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

Signed, sealed and delivered in the presence of two witnesses as required by law.

_____
First Witness Signature

_____
First Witness Printed Name

Address:_____
_____

_____
Second Witness Signature

_____
Second Witness Printed Name

Address:_____
_____

GRANTOR:
SCHOOL BOARD OF MANATEE COUNTY, a public body corporate organized and existing under the laws of the State of Florida

By: _____
Chad Coate III, Chairperson

Date: _____

Attest: _____
Secretary Signature

Kimberel Pendley 04/02/2025

Reginald Goff 04/02/2025

SD 04/02/2025

KP 04/03/2025

STATE OF FLORIDA
COUNTY OF MANATEE

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2025, Chad Choate III, as Chairperson of the School Board of Manatee County, a public body corporate organized and existing under the laws of the State of Florida who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

LYING IN SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY

SHEET NO. 1 of 2

PERMANENT UTILITY EASEMENT

A Easement, being a portion of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida, lying in Section 18, Township 33 South, Range 19 East, Manatee County, being more particularly described as follows:

COMMENCE at the Southwest Corner of the Section 7, Township 33 South, Range 19 East, Manatee County, Florida; thence S.89°43'08"E., along the South line of said Section 7, a distance of 3,632.97 feet; thence S.00°16'52"W., a distance of 574.01 feet to the intersection with the southerly line of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida and the POINT IF BEGINNING; thence N.12°23'03"W., a distance of 23.26 feet; thence S.77°36'57"W., a distance of 10.00 feet; thence S.12°23'03"E., a distance of 23.19 feet to the intersection with the aforementioned southerly line of those lands described in Official Records Instrument 202441007883; thence N.78°00'00"E., along said southerly line, a distance of 10.00 feet to the POINT OF BEGINNING.

Easement contains 232 Square Feet, or 0.0053 Acres more or less.

Harold Noon

Digitally signed by Harold Noon
Date: 2025.03.30 15:29:11 -04'00'

HAROLD EUGENE NOON, JR.
License Number 6568
STATE OF FLORIDA
Professional Surveyor and Mapper

March 17, 2025
Date

Harold E. Noon, Jr.
Professional Surveyor and Mapper; LS 6568

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 2 OF 2 FOR SKETCH

Not valid without the original signature and embossed seal of a Professional Land Surveyor and Mapper

GEOSURV
SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731
5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

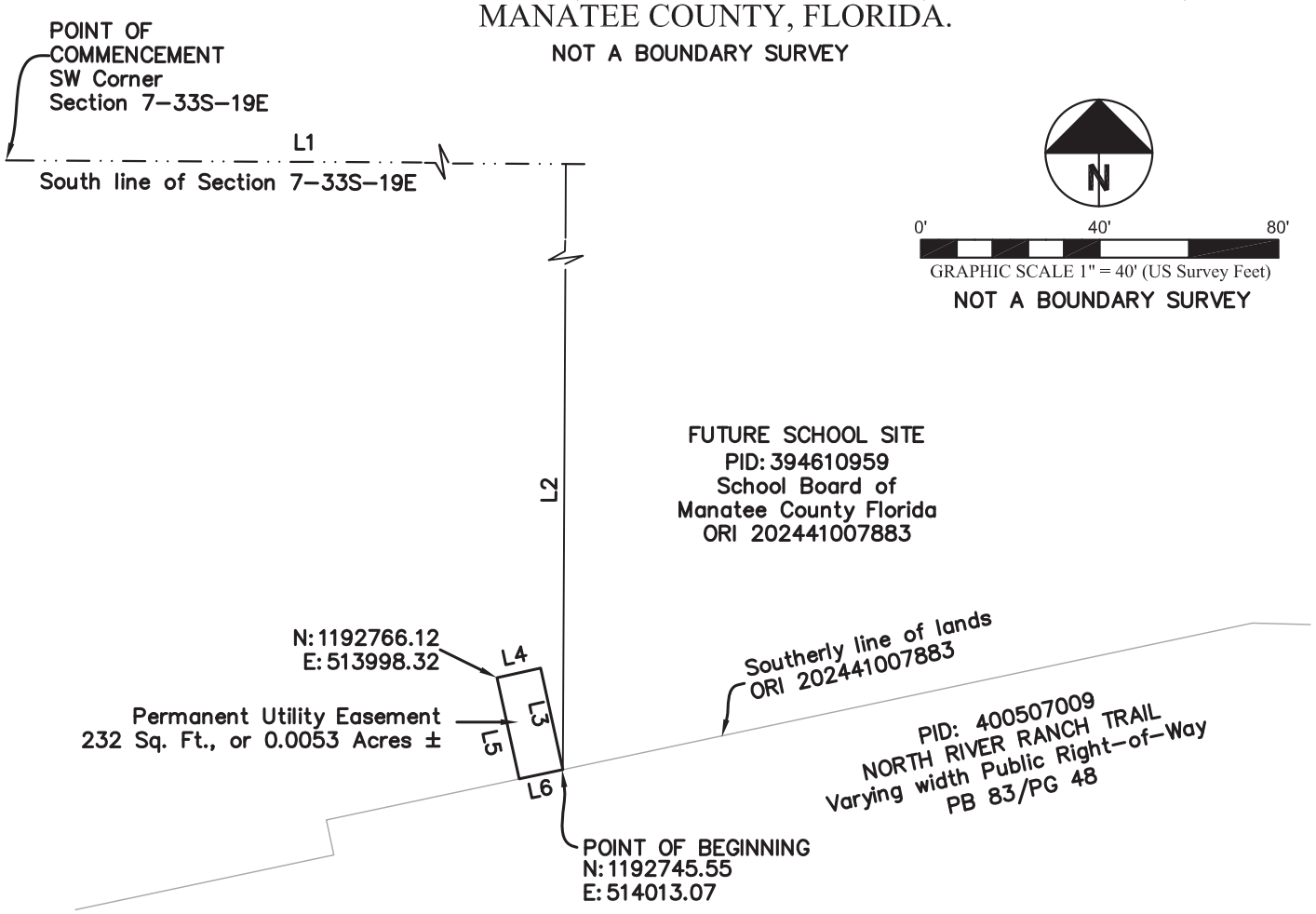
PERMANENT UTILITY EASEMENT			FIELD: --
DATE: 03/17/25 FB: -- PG: --	SEC. 18 TWP. 33S RNG. 19E		DRAWN BY: DC
PROJECT NO. 230018	COUNTY MANATEE		CHECK BY: H
DRAWING 230018_SD PUE IRR.dwg	PARCEL AREA 232 Sq. Ft.±		

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

LYING IN SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY



SKETCH NOTES

1. NOT A BOUNDARY SURVEY, per 5J–17, FAC. Sketch provides graphic depiction of description on SHEET 1 of 2.
2. Subject to Easements of record.
3. Not valid without all sheets.
4. Bearings shown hereon based on South line of Section 7, with a bearing of S.89°43'08"E.
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LINE TABLE:		
LINE	BEARING	DISTANCE
L1	S 89°43'08" E	3,632.97'
L2	S 00°16'52" W	574.01'
L3	N 12°23'03" W	23.26'
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L5	S 12°23'03" E	23.19'
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LEGEND

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NOT VALID WITHOUT ALL SHEETS
SEE SHEET 1 OF 2 FOR DESCRIPTION

SKETCH OF DESCRIPTION

GEOSURV
SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731
5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

PERMANENT UTILITY EASEMENT

DATE: 03/17/25 FB: -- PG: --
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SEC. 18 TWP. 33S RNG. 19E
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SHEET NO. 1 of 2

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A Easement, being a portion of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida, lying in Section 18, Township 33 South, Range 19 East, Manatee County, being more particularly described as follows:

COMMENCE at the Southwest Corner of the Section 7, Township 33 South, Range 19 East, Manatee County, Florida; thence S.89°43'08"E., along the South line of said Section 7, a distance of 3590.21 feet; thence S.00°16'52"W., a distance of 583.32 feet to the intersection with the southerly line of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida and the POINT OF BEGINNING; thence N.11°54'17"W., a distance of 32.97 feet; thence S.80°38'20"W., a distance of 153.89 feet; thence S.09°21'40"E., a distance of 20.00 feet; thence N.80°38'20"E., a distance of 134.76 feet; thence S.11°54'17"E., a distance of 21.88 feet to the aforementioned southerly line of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida; thence, keeping with said southerly line the following three (3) courses:

(1) N.78°00'00"E., a distance of 9.65 feet;
(2) N.12°00'00"W., a distance of 8.00 feet;
(3) N.78°00'00"E., a distance of 10.36 feet to the POINT OF BEGINNING.

Easement contains 3,432 Square Feet, or 0.0788 Acres more or less.

Harold Noon

Digitally signed by Harold Noon
Date: 2025.03.30 15:29:38 -04'00'

HAROLD EUGENE NOON, JR.
License Number 6568
STATE OF FLORIDA
Professional Surveyor and Mapper

March 17, 2025
Date

Harold E. Noon, Jr.
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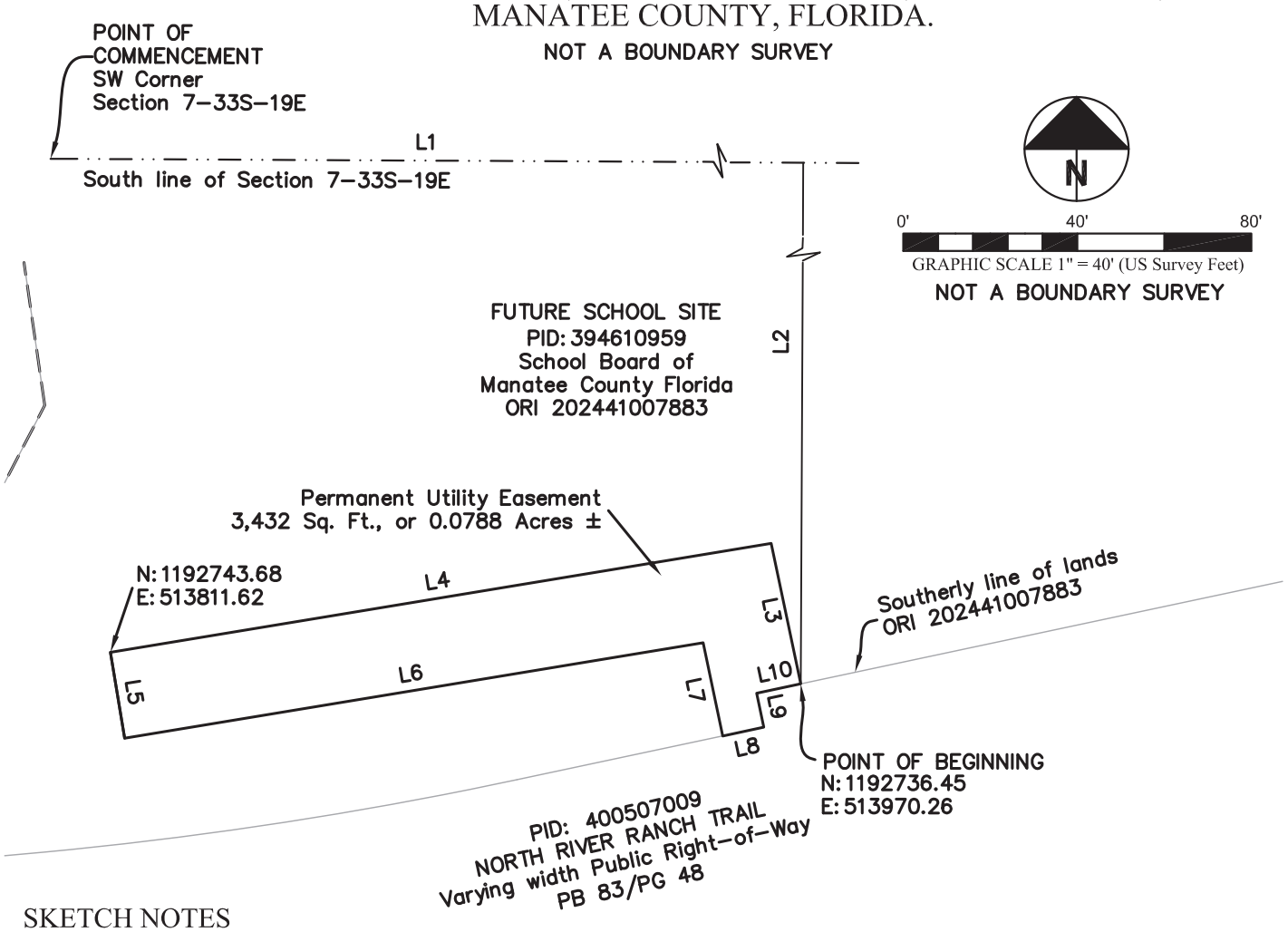
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Easement contains 1,298 Square Feet, or 0.0298 Acres more or less.

Harold Noon

Digitally signed by Harold Noon
Date: 2025.03.30 15:28:29 -04'00'

HAROLD EUGENE NOON, JR. License Number 6568 STATE OF FLORIDA Professional Surveyor and Mapper

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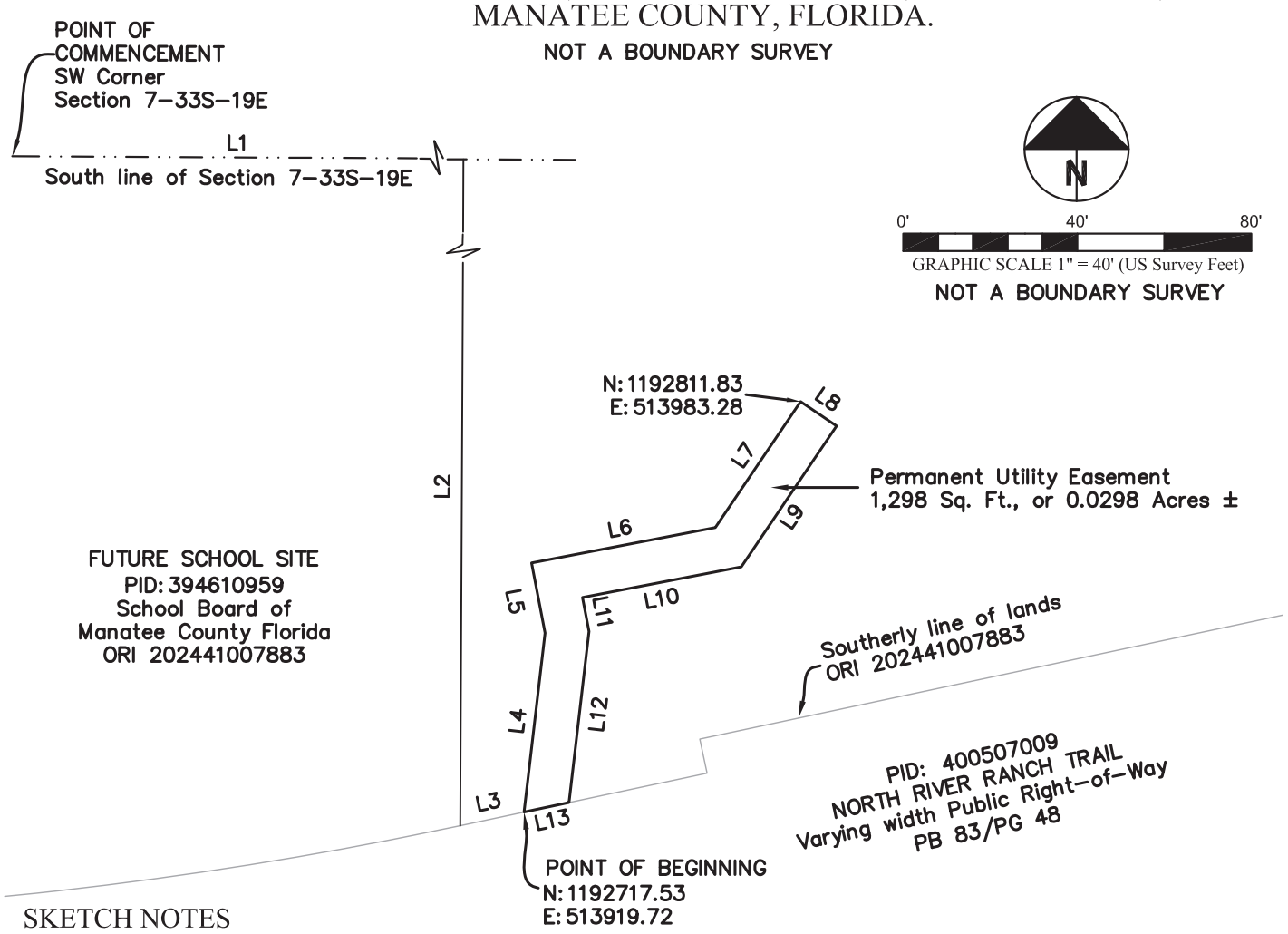
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L5	N 10°53'10" W	16.40'
L6	N 79°06'50" E	43.01'
L7	N 34°06'50" E	34.95'
L8	S 55°53'37" E	10.00'
L9	S 34°06'50" W	39.09'
L10	S 79°06'50" W	37.15'
L11	S 10°53'10" E	7.94'
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SEC. 18 TWP. 33S RNG. 19E
COUNTY MANATEE
PARCEL AREA 1,298 Sq. Ft.±

DRAWN BY: DC
CHECK BY: H

THIS INSTRUMENT PREPARED BY:
Claudia Ruiz, Real Property Specialist
On behalf of Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: North County Middle School - Harvey
PID NO: 394610959

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **JASON C. WYSONG**, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.

2. School Board of Manatee County, a public body corporate organized and existing under the laws of the State of Florida (hereinafter the **Grantor**) is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Composite Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.

3. I am the Superintendent of Grantor and I make this affidavit with the authority of and on behalf of Grantor.

4. Grantor has sole and exclusive possession of the Property.

5. To my actual knowledge neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

6. To my actual knowledge no person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.

7. To my actual knowledge there are no disputes concerning the location of the boundary lines of the Property.

8. To my actual knowledge Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. To my actual knowledge there are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. To my actual knowledge there are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. To my actual knowledge there are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. To my actual knowledge there are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. To my actual knowledge there has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. To my actual knowledge no notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

15. To my actual knowledge there are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

A. All matters contained on the Plat recorded in Plat book 6, Page 45, of the Public Records of Manatee County, Florida.

B. Reservation of Rights and Restrictive Covenant recorded in Official Records Book 2794, Page 6853, as affected by Approval of Authorized Builder recorded as Instrument Number 202041122519, all of the Public Records of Manatee County, Florida.

C. Local Development Agreement recorded in Official Records as Instrument Number 202041106209, of the Public Records of Manatee County, Florida.

D. Instruments recorded in Official Records as Instrument Numbers 202341040012, 202341040013, 202341040014, and 202341040015, all of the Public Records of Manatee County, Florida.

E. Reservations contained in Special Warranty Deed recorded in Official Records as Instrument Number 202241017542, of the Public Records of Manatee County, Florida.

F. Local Development Agreement recorded in Official Records Book 2545, Page 4410; together with First Amendment recorded in Official Records Book 2650, Page 1279, Second Amendment recorded in Official Records Book 2668, Page 3450, and as Amended and Restated as Instrument Number 202041106208, all of the Public Records of Manatee County, Florida.

G. Notice of Establishment recorded in Official Records Book 2722, Page 7853; Final Judgment of Validation recorded as Instrument Number 202041095336, Declaration of Consent to Jurisdiction recorded as Instrument Number 202041137246; Creation of the District recorded as Instrument Number 202041100831 together with Collateral Assignment of Development and Contract Rights recorded as Instrument Number 202041137244; Agreement recorded as Instrument Number 202041137245, and Notice of Merger recorded as Instrument Number 202141139425, all of the Public Records of Manatee County, Florida.

H. Agreement Regarding the True Up and Payment of Special Assessment for Special Assessment Revenue Bonds recorded in Official Records as Instrument 202341121569; Collateral Assignment and Assumption of Development and Contract Rights recorded as Instrument Number 202341121570, Special Assessments and Government Lien of Record recorded as Instrument Number 202341121571; and Declaration of Consent recorded as Instrument Number 202341121572, all of the Public Records of Manatee County, Florida.

I. Agreement Regarding the True Up and Payment of Special Assessment for Special Assessment Revenue Bonds recorded in Official Records as Instrument 202341129672; Collateral Assignment and Assumption of Development and Contract Rights recorded as Instrument Number 202341129673, Special Assessments and Government Lien of Record

recorded as Instrument Number 202341129674; and Declaration of Consent recorded as Instrument Number 202341129675, all of the Public Records of Manatee County, Florida.

J. Drainage and Retention Easement Agreement recorded in Official Records as Instrument Number 202441007884, of the Public Records of Manatee County, Florida.

K. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken recorded as Instrument Number 202441010688, of the Public Records of Manatee County, Florida.

L. Notice of Public Financing and Maintenance of Improvements to Real Property Undertaken recorded as Instrument Number 202441024761, of the Public Records of Manatee County, Florida.

M. Amended Notice of Creation and Establishment recorded as Instrument Number 202441073306, of the Public Records of Manatee County, Florida.

N. Permanent Utilities Easement – Lift Station recorded as Instrument Number 202441100709, of the Public Records of Manatee County, Florida.

O. Right-of-Way Easement recorded as Instrument Number 202541004132, of the Public Records of Manatee County, Florida.

16. The Grantor's Taxpayer Identification Number is 65-0037457.

17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a Permanent Utilities Easement.

18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

JASON C. WYSONG, ED.D

_____
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of
☐ physical presence or
☐ online notarization
this _____ day of _____ 2025, by Jason C, Wysong, who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Michael Pendley 04/02/2025

Reginald Goff 04/02/2025

KP 04/03/2025

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen R. Dye (Apr 2, 2025 16:37 EDT) 04/02/2025

Stephen R. Dye, School Board Attorney

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Harold Noon

Digitally signed by Harold Noon
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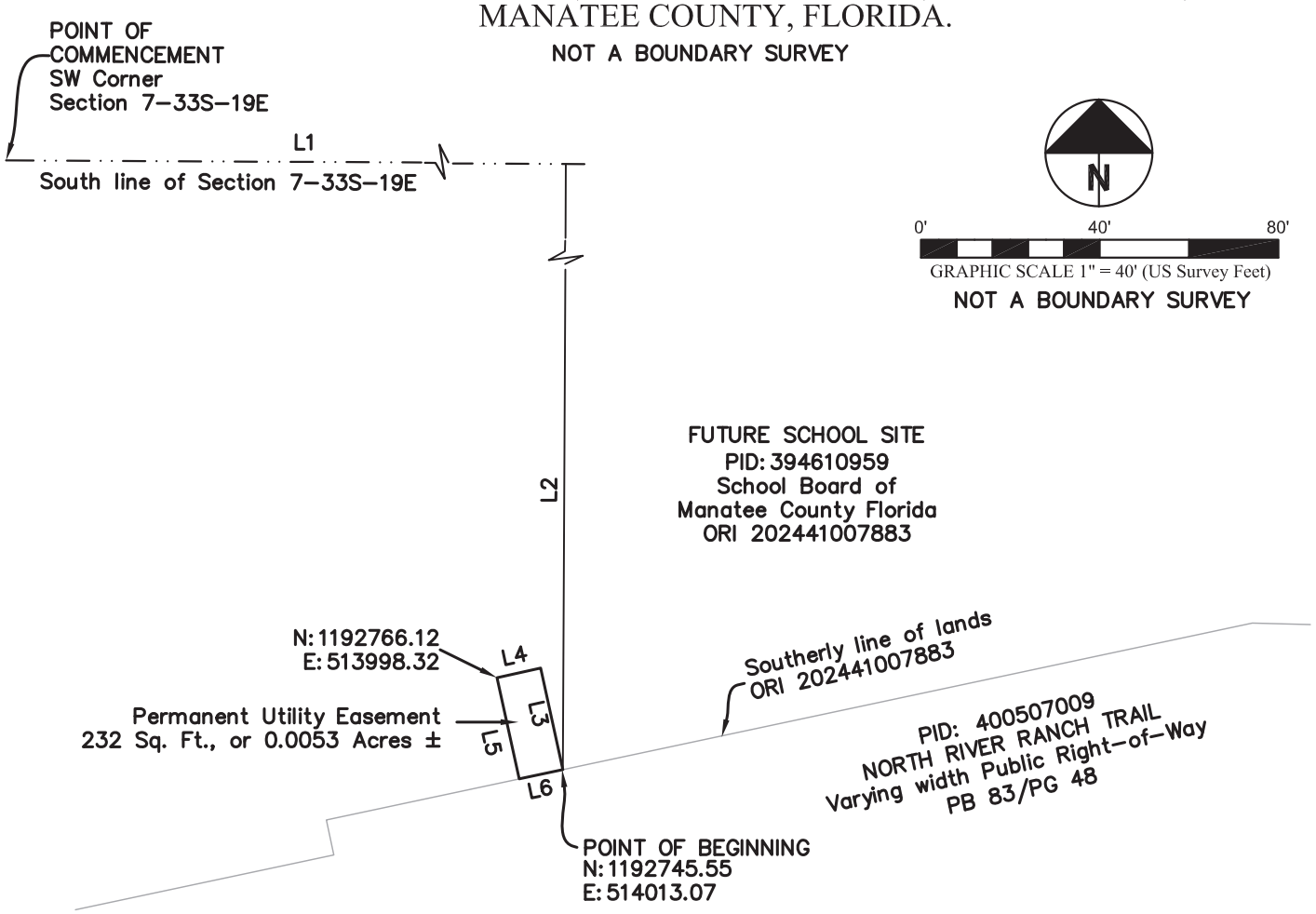
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COMMENCE at the Southwest Corner of the Section 7, Township 33 South, Range 19 East, Manatee County, Florida; thence S.89°43'08"E., along the South line of said Section 7, a distance of 3590.21 feet; thence S.00°16'52"W., a distance of 583.32 feet to the intersection with the southerly line of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida and the POINT OF BEGINNING; thence N.11°54'17"W., a distance of 32.97 feet; thence S.80°38'20"W., a distance of 153.89 feet; thence S.09°21'40"E., a distance of 20.00 feet; thence N.80°38'20"E., a distance of 134.76 feet; thence S.11°54'17"E., a distance of 21.88 feet to the aforementioned southerly line of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida; thence, keeping with said southerly line the following three (3) courses:

(1) N.78°00'00"E., a distance of 9.65 feet;
(2) N.12°00'00"W., a distance of 8.00 feet;
(3) N.78°00'00"E., a distance of 10.36 feet to the POINT OF BEGINNING.

Easement contains 3,432 Square Feet, or 0.0788 Acres more or less.

Harold Noon

Digitally signed by Harold Noon
Date: 2025.03.30 15:29:38 -04'00'

HAROLD EUGENE NOON, JR.
License Number 6568
STATE OF FLORIDA
Professional Surveyor and Mapper

March 17, 2025
Date

Harold E. Noon, Jr.
Professional Surveyor and Mapper; LS 6568

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 2 OF 2 FOR SKETCH

Not valid without the original signature and embossed seal of a Professional Land Surveyor and Mapper

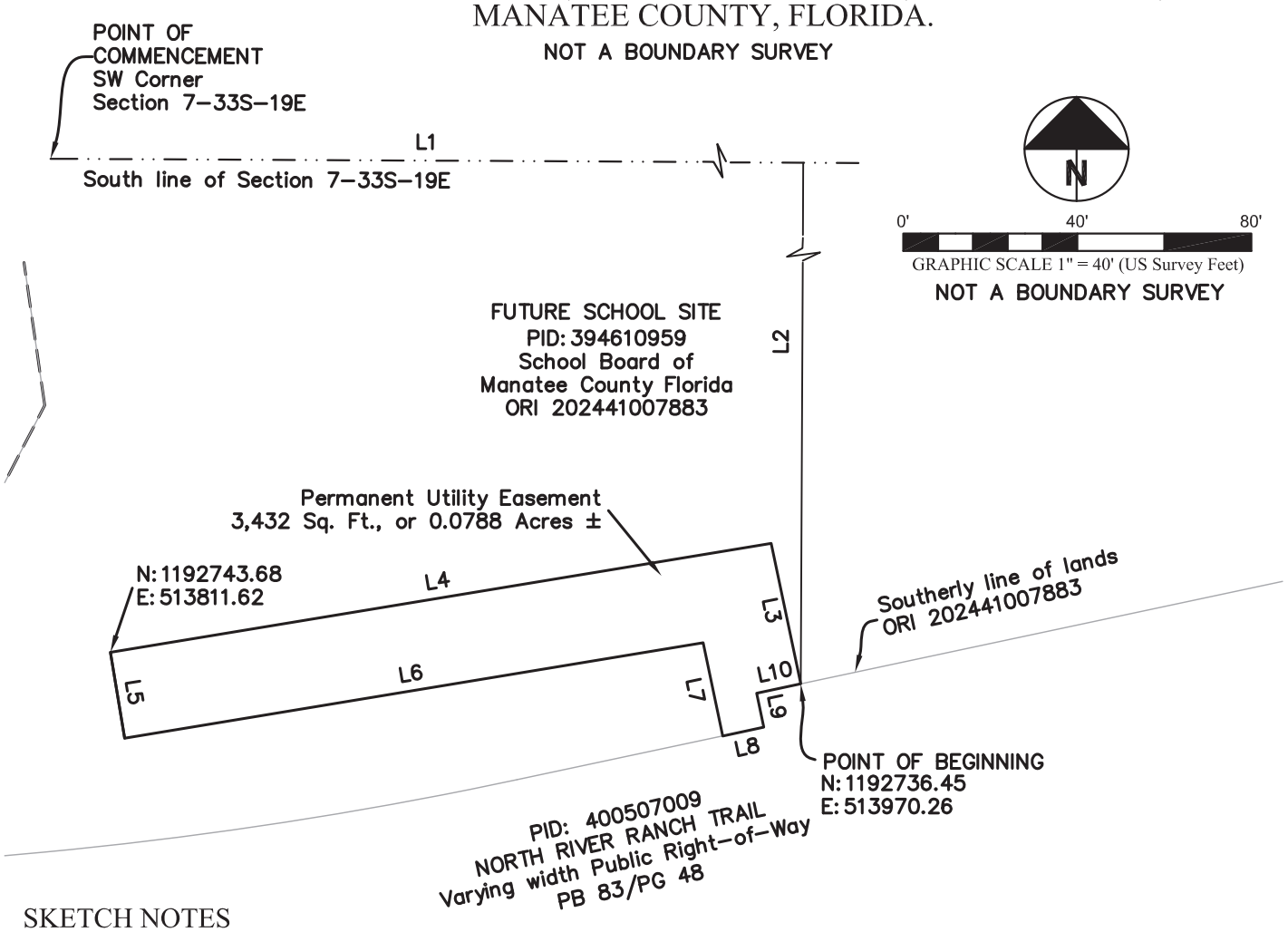
GEOSURV
SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731
5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

PERMANENT UTILITY EASEMENT			FIELD: --
DATE: 03/17/25 FB: -- PG: --	SEC. 18 TWP. 33S RNG. 19E		DRAWN BY: DC
PROJECT NO. 230018	COUNTY MANATEE		CHECK BY: H
DRAWING 230018_SD PUE SEWER.dwg	PARCEL AREA 3,432 Sq. Ft.±		

SKETCH & DESCRIPTION

LYING IN SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY



SKETCH NOTES

1. NOT A BOUNDARY SURVEY, per 5J–17, FAC. Sketch provides graphic depiction of description on SHEET 1 of 2.
2. Subject to Easements of record.
3. Not valid without all sheets.
4. Bearings shown hereon based on South line of Section 7, with a bearing of S.89°43'08"E.
5. Coordinates reference NAD 1983, FL–West State Plane, Adjusted 2011
6. Certified to Manatee County

LEGEND

These standard symbols and abbreviations can be found herein.

ORI	Official Records Instrument
Sq. Ft.	Square Feet
PB	Plat Book
PG	Page
PID	Parcel Identification (now, or formerly)
PRM	Permanent Reference Mark
FDOT	Florida Department of Transportation

LINE TABLE:		
LINE	BEARING	DISTANCE
L1	S 89°43'08" E	3,590.21'
L2	S 00°16'52" W	583.32'
L3	N 11°54'17" W	32.97'
L4	S 80°38'20" W	153.89'
L5	S 09°21'40" E	20.00'
L6	N 80°38'20" E	134.76'
L7	S 11°54'17" E	21.88'
L8	N 78°00'00" E	9.65'
L9	N 12°00'00" W	8.00'
L10	N 78°00'00" E	10.36'

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 1 OF 2 FOR DESCRIPTION

SKETCH OF DESCRIPTION

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PERMANENT UTILITY EASEMENT

FIELD: --

DATE: 03/17/25 FB: -- PG: --
PROJECT NO. 230018
DRAWING 230018_SD PUE SEWER.dwg

SEC. 18 TWP. 33S RNG. 19E
COUNTY MANATEE
PARCEL AREA 3,432 Sq. Ft.±

DRAWN BY: DC
CHECK BY: H

COMPOSITE EXHIBIT A

SKETCH & DESCRIPTION

LYING IN SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY

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COMMENCE at the Southwest Corner of the Section 7, Township 33 South, Range 19 East, Manatee County, Florida; thence S.89°43'08"E., along the South line of said Section 7, a distance of 3525.11 feet; thence S.00°16'52"W., a distance of 605.68 feet to the intersection with the southerly line of those lands described in Official Records Instrument 202441007883, of the Public Records of Manatee County, Florida; thence N.78°00'00"E., along said southerly line a distance of 14.98 feet to the POINT OF BEGINNING; thence N.06°41'34"E., a distance of 41.43 feet; thence N.10°53'10"W., a distance of 16.40 feet; thence N.79°06'50"E., a distance of 43.01 feet; thence N.34°06'50"E., a distance of 34.95 feet; thence S.55°53'37"E., a distance of 10.00 feet; thence S.34°06'50"W., a distance of 39.09 feet; thence S.79°06'50"W., a distance of 37.15 feet; thence S.10°53'10"E., a distance of 7.94 feet; thence S.06°41'34"W., a distance of 39.59 feet to the intersection with the aforementioned southerly line of those lands described in Official Records Instrument 202441007883; thence S.78°00'00"W., along said southerly line, a distance of 10.56 feet to the POINT OF BEGINNING.

Easement contains 1,298 Square Feet, or 0.0298 Acres more or less.

Harold Noon

Digitally signed by Harold Noon
Date: 2025.03.30 15:28:29 -04'00'

HAROLD EUGENE NOON, JR. License Number 6568 STATE OF FLORIDA Professional Surveyor and Mapper

March 17, 2025
Date

Harold E. Noon, Jr.
Professional Surveyor and Mapper; LS 6568

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PERMANENT UTILITY EASEMENT

FIELD: --

DATE: 03/17/25 FB: -- PG: --
PROJECT NO. 230018
DRAWING 230018_SD PUE WATER.dwg

SEC. 18 TWP. 33S RNG. 19E
COUNTY MANATEE
PARCEL AREA 1,298 Sq. Ft.±

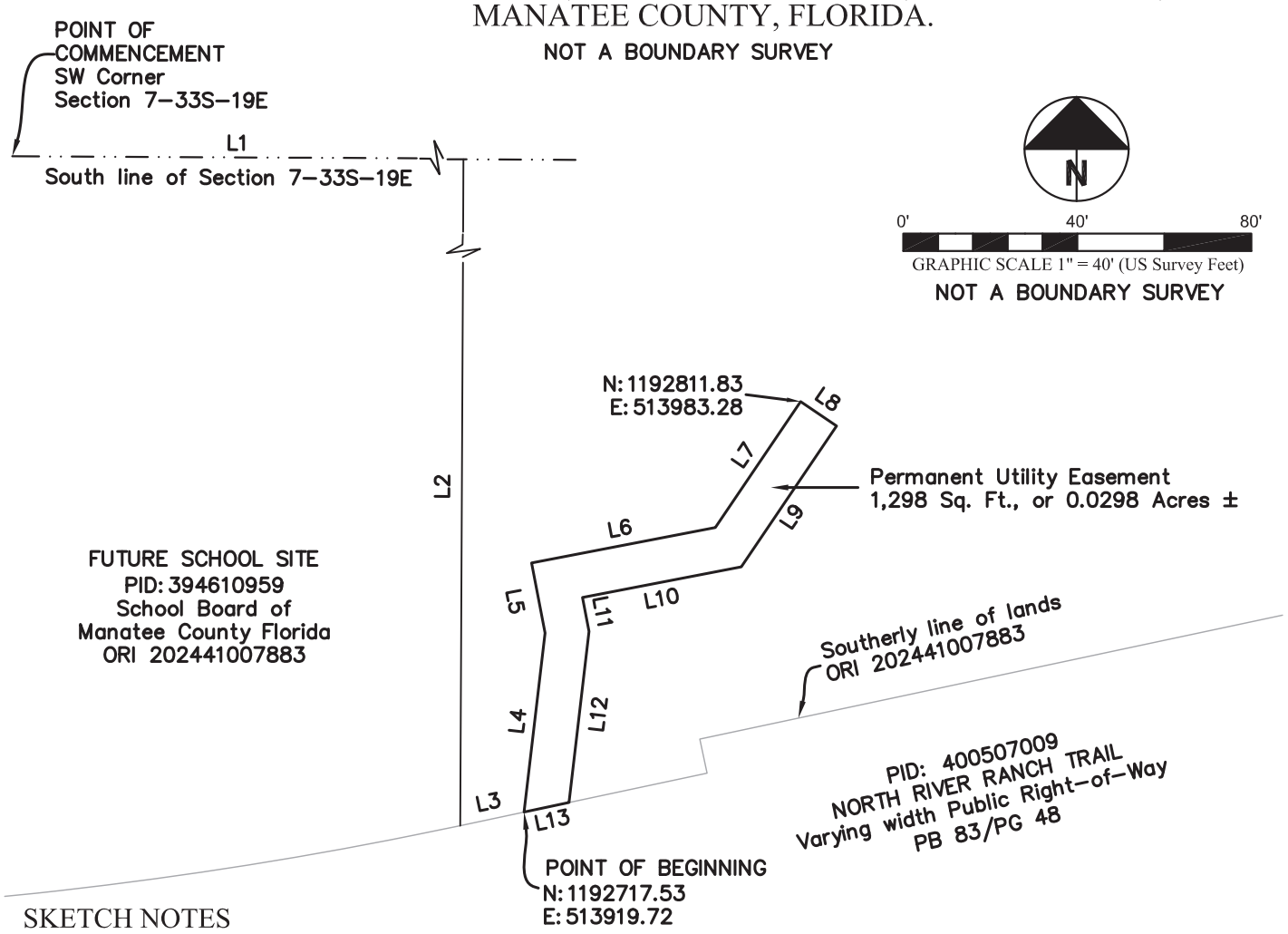
DRAWN BY: DC
CHECK BY: H

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L3	N 78°00'00" E	14.98'
L4	N 06°41'34" E	41.43'
L5	N 10°53'10" W	16.40'
L6	N 79°06'50" E	43.01'
L7	N 34°06'50" E	34.95'
L8	S 55°53'37" E	10.00'
L9	S 34°06'50" W	39.09'
L10	S 79°06'50" W	37.15'
L11	S 10°53'10" E	7.94'
L12	S 06°41'34" W	39.59'
L13	S 78°00'00" W	10.56'

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 1 OF 2 FOR DESCRIPTION

SKETCH OF DESCRIPTION

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SEC. 18 TWP. 33S RNG. 19E
COUNTY MANATEE
PARCEL AREA 1,298 Sq. Ft.±

DRAWN BY: DC
CHECK BY: H

AGENDA ITEM NO. 10.17

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of MTC Aviation Hangar - Agreement Between Owner and Johnson-Laux Construction, LLC, in the Amount of $23,115.00 (Federal Grant Funds)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Johnson-Laux Construction, LLC. This agreement authorizes preconstruction services necessary to provide an aviation technology training facility.

The scope of work will provide a hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The hangar portion will provide approximately ten thousand square feet of clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

MTC Aviation Hangar Project Summary and Contract Summary are attached for reference.

The Construction Management Agreement is available for review at the Department of Construction Services.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
Superintendent recommends approval of MTC Aviation Hangar - Agreement between Owner and Johnson-Laux Construction, LLC, in the amount of $23,115.00 (Federal Grant Funds).

Financial Impact
The Construction management fee for pre-construction services is not to exceed $23,155.00 and is included in the total project budget requirement of $2,713,275.00. **Project funded by Federal Grant Funds from US Department of Commerce**.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MTC Aviation Hangar Project Summary
MTC Aviation Hangar CM Contract Summary
MTC Aviation Hangar Exhibits 02.11.2025
MTC Aviation Hangar Precon Proposal 1.22.25

MTC Aviation Hangar

PROJECT DIRECTOR:	David Wildes	
ARCHITECT/ENGINEER:	Schenkel & Shultz, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Contract Terminated 01/14/2025
CONSTRUCTION MANAGER:	Johnson-Laux Construction, LLC	Selected by Board Approval to use the Omnia Partners/Pinellas County Schools Invitation to Bid on Job Contracting Services in the State of Florida, SDMC No. 2025-03
BUILDING OFFICIAL:		
PROJECT BUDGET:	$2,713,270.00	(11/18/2024) Original Project Budget (MTC/EDC Grant Funds)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. To meet workforce demand the School Board entered into a lease agreement with the Sarasota Manatee Aviation Authority to allow construction of an aviation technology training facility on airport land.

SCOPE: The scope of work will provide a hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The hangar will have an area of approximately ten thousand square feet of clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

INCLUDED IN 5-YEAR WORK PLAN: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 149,766.00	December 10, 2024	Approved	Architectural / Engineering Services
Amendment:	$ -			
TOTAL	$ 149,766.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 23,115.00	April 29, 2025	Pending	Pre-Construction Services - Johnson-Laux Construction, LLC
Amendment:				
TOTAL	$ 23,115.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
Amendment:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
Agreement:	$ -			
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Manatee Technical College – Aviation Hangar
Sarasota Bradenton International Airport (SRQ)
7990 15th Street East. Sarasota, FL 34243, Manatee County, Florida

Total Project Budget:

Design Services	$	152,000.00
Construction Services	$	2,340,000.00
Owner Services	$	221,270.00
FF& E Technology		671,906.00
Total Project Budget	$	2,713,270.00

Project Schedule:

Date of Anticipated Notice to Proceed	February 13, 2025
Date of Substantial Completion	TBD @ GMP Approval
Date of Final Completion	TBD @ GMP Approval

Architect/Engineer ("AE") Schenkel & Shultz, Inc.
2801 Fruitville Road, Suite 200, Sarasota, Florida 34237
Phone: (941) 952-5875; Fax: (941) 957-3630
kdean@schenkelshultz.com

Construction Manager ("CM") Johnson-Laux Construction, LLC.
650 Garden Commerce Parkway, Suite 100, Winter Garden, FL 34787
Office: (407) 908-2455
kevin@johnson-laux.com

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	TBD @ GMP Approval
General Conditions	TBD @ GMP Approval
Overhead and Profit (CM Fee)	TBD @ GMP Approval
Preconstruction	$ 23,115.00
Unforeseen Conditions	TBD @ GMP Approval
Bond	TBD @ GMP Approval
TOTAL	TBD @ GMP Approval

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of **$ TBD @ GMP Approval**

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: **$ TBD @ GMP Approval**

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of **TBD @ GMP Approval %** of wages and **TBD @ 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 **1.00%** amount or the invoice amount and General Liability insurance will be charged at the rate of **0.75%** of the GMP amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of $**18,115.00**

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of **$5,000.00** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards 0.0%

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **436011**

Exhibits: "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Kevin Johnson	President	10
Kirk Wallace	Development Manager	25 (preconstruction)
Jonathan Pedrique	Project Manager	50% (Preconstruction)
Mitchell Thomas	Director of Preconstruction	25% (Preconstruction)
Robert Smith	Estimator	50% (Preconstruction)
TBD	Project Manager	100% (Construction)
TBD	Project Engineer	100% Construction)
TBD	Project Coordinator	50% (Construction)
TBD	Superintendent	100% (Construction)

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Dave Wildes
SBMC Project Assistant	Laura Bartels
Architect	Schenkel & Shultz, Inc.
Consulting Engineers	Schenkel & Shultz, Inc.
Structural Engineer	BBM Structural Engineers, Inc.
Mechanical Engineer	TLC Engineering Solutions
Electrical Engineer	TLC Engineering Solutions
Construction Manager	Johnson-Laux Construction, LLC
SBMC Instructional Member	Paul (Doug) Wagner
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

The scope of work will provide a hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The hangar will have an area of approximately ten thousand square feet of clear space. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive, per Johnson-Laux Construction, LLC, proposal dated January 22, 2025.

EXHIBIT G

Mandatory Federal Clauses

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352 (as amended))

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 who in turn will forward the certification(s) to the awarding agency.

Contractor shall ensure it, and each of its subcontractors, executes the Lobbying Certification and Restriction Form (CD-512) prior to the award of any contract.

LEGAL REMEDIES CLAUSE

For any contract, the value of which is 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.

SUSPENSION AND DEBARMENT (Executive Orders 12549 and 12689)

(1) This contract is a covered transaction for purposes of Chapter 2 Code of Federal Regulations. As such, 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. The Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor and its subcontractors agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACCESS TO RECORDS

(1) The Contractor agrees to provide the Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA and/or FEMA financial assistance/grants will be used to fund all or a portion of the contract. The Contractor will comply with all 16 applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

BUY AMERICAN

To the greatest extent practicable, contractors are encouraged to purchase American made equipment and products with funding provided under EDA financial assistance awards.

CHANGES

Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

TERMINATION FOR CAUSE AND CONVENIENCE

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the Owner, shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Contract shall become the property of the Owner, and Contractor shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the Owner, in its sole discretion. Notwithstanding the above, Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Contractor, and the Owner may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the Owner from Contractor is determined. Contractor agrees that the Owner shall have all rights and remedies afforded to it at law to recover any damages sustained by the Owner in connection with the work performed by Contractor under the Contract. In the alternative, the Owner shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. Contractor or the Owner may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the Owner and/or Contractor as provided herein, Contractor will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the Owner, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to 41 C.F.R. § 60-1.4(b):

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actionshall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Pursuant to Subsection (F) of Appendix II to 2 C.F.R. Part 200, 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 agrees to 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.

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

DAVIS-BACON ACT

The Contractor shall comply 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, Contractor shall 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, Contractor shall pay wages not less than once a week. The Contractor acknowledges it is in possession of a copy of the current prevailing wage determination issued by the Department of Labor. The Contractor acknowledges that decision of the Owner to award the Agreement, and Contractor's agreement to enter a contract with any subcontractor, is conditioned upon the acceptance of the wage determination. The Owner will report all suspected or reported violations to the Federal awarding agency.

The Contractor, on Owner's behalf, shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation for labor on the Project. The decision to award a contract or subcontract must be conditioned upon the acceptance by the subcontractor of

the wage determination. The Owner will report all suspected or reported violations to the Federal awarding agency.

The Contractor (and its subcontractors) shall also comply 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 Owner will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

(1) Contractor shall ensure that all subcontracts awarded 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 or subcontractor 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.

(2) The Contractor and all of its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(3) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 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).

(2) The Contractor further agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Owner, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

PROCUREMENT OF RECOVERED MATERIALS

Pursuant to 2 C.F.R. 200.323, Contractor and its subcontractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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. The Contractor and its subcontractors should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

Pursuant to 2 C.F.R. § 216, Contractor and its subcontractors shall not expend federal grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) 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.

For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

Pursuant to 2 C.F.R. § 200.322, Contractor and its subcontractors should, to the greatest extent practicable and consistent with law, 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, contracts, and purchase orders under Federal awards.

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.

DISPUTES CONCERNING LABOR STANDARDS

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

ADDITIONAL CLAUSES INCORPORATED BY REFERENCE

Pursuant to Section 4 of OMB Number 0610-0096 *U.S. Department of Commerce, Economic Development Administration, EDA Contracting Provisions for Construction Projects*:

> Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

Therefore, Contractor is required to review this publication and ensure it is aware of and that it, and its subcontractors, remain compliant with all of the Federally Required Contract Provisions, whether or not they are set forth in this Exhibit. Owner will provide a copy of this publication to Contractor upon Contractor's request.

JOHNSON LAUX CONSTRUCTION

650 GARDEN COMMERCE PARKWAY
SUITE 100
WINTER GARDEN, FL 34787
OFFICE 407-770-2180
FAX 407-770-2181

January 22, 2025

David Wildes
Project Coordinator
Construction Services Department
1 Matzke Way, Building 7
Bradenton, 34208

RE: **Manatee Technical College (MTC) Aviation Facility "Hangar"**

Dear Mr. Wildes,

Please accept our Preconstruction Services proposal for the MTC Aviation Facility Hangar Building portion of the Project.

Our proposed services include but are not limited to:

Program Verification/Schematic Design Phase

- Establish List of all AHJ Approvals/Roles and Comment on AE's Selection of Systems & Materials
- Value Analysis/ Alternatives (v. life cycle)
- Phasing Study (overview of project execution)
- Market analysis (availability of labor and material)
- Constructability Review
- Site Utilization Plan (Prelim)
- Cost Estimates

Design Development Phase

- Continue with all AHJ Approvals/Roles and Responsibilities/Milestone dates, etc.
- Engage Private Provider Plan Reviewer
- Comment on AE's Selection of Systems Materials
- Value Analysis/ Alternatives (v. life cycle)
- Phasing Study (overview of project execution)
- Market analysis (availability of labor and material)
- Constructability Review
- Site Utilization Plan (Prelim)
- Construction Phasing Plan (Prelim)
- Construction Schedule (Prelim)
- Cost Estimates

- General Conditions & General Requirements Negotiation

Construction Documents Phase

- Continue with all AHJ Approvals/Roles and Responsibilities/Milestone dates, etc.
- Assist/Coordinate Private Provider Building Plan Review Process
- Constructability Review
- Finalize Site Logistics Plan
- Construction Phasing Plan
- Inclement Weather Plan
- Construction Schedule
- Vendor Bidding
- Guaranteed Maximum Price Proposal

The cost for the preconstruction services is **$18,115.00 plus an investigation allowance of $5,000.00 for a total of $23,115.00,** and is based on all the tasks defined within the aforementioned preconstruction phase deliverables. This fee proposal is explicitly based on the scope of preconstruction services, duration, and level of effort associated with the construction budget, and one GMP.

Very truly yours,
Johnson-Laux Construction LLC

Kevin Johnson

Kevin Johnson
President

AGENDA ITEM NO. 11.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing

Title
Public Hearing for Consideration to Adopt and Amend School Board Policies

Executive Summary
Policies to be updated include the following:

Bylaw 0149.1

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
0149.1 Proclamations

0149.1 – **PUBLIC EXPRESSIONS OF MEMBERS AND PROCLAMATIONS**

Individual School Board members may make public statements on school matters to local media and/or to local or State officials.

Board members should, when writing or speaking on school matters to the media, legislators, and other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

Board members shall be provided a copy of official School Board member stationary upon request. A copy of all correspondence sent by a School Board member must be simultaneously filed with the Board Clerk unless otherwise archived and maintained in the ordinary course of the Board's business.

Board Proclamations

The Board may consider proclamations aligned to academic standards or required instruction topics identified in Florida law or Florida State Board of Education administrative rules.

Proclamations must be submitted to the Communications Department no later than 28 days prior to the regular board meeting that the requesting party wishes to have same considered.

Requested proclamations will be considered for a Board agenda in accordance with School Board Bylaw 0165.1.

Revised 4/13/21

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AGENDA ITEM NO. 13.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Adopt and Amend School Board Policies (General Fund)

Executive Summary
Policies to be updated include the following:

Bylaw 0149.1

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

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

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 adopt and amend School Board policies (General Fund).

Financial Impact
No Financial Impact.

Contact
Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
0149.1 Proclamations

0149.1 – **PUBLIC EXPRESSIONS OF MEMBERS AND PROCLAMATIONS**

Individual School Board members may make public statements on school matters to local media and/or to local or State officials.

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Board Proclamations

The Board may consider proclamations aligned to academic standards or required instruction topics identified in Florida law or Florida State Board of Education administrative rules.

Proclamations must be submitted to the Communications Department no later than 28 days prior to the regular board meeting that the requesting party wishes to have same considered.

Requested proclamations will be considered for a Board agenda in accordance with School Board Bylaw 0165.1.

Revised 4/13/21

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AGENDA ITEM NO. 13.2

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Reimbursement Resolution 2025-002 for Expenditures for New High School AAA (No Financial Impact)

Executive Summary
The Reimbursement Resolution authorizes the Board to reimburse itself for capital expenditures incurred with respect to the above-referenced construction projects from proceeds of tax-exempt debt. The Reimbursement Resolution does not obligate the Board to issue any debt, but merely provides the ability to reimburse any capital costs incurred prior to the issuance of any associated tax-exempt debt for these projects, in order to meet the requirements of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended. (No Financial Impact)

High School AAA $140M for 1,200 student stations – architect contract approved at Board Meeting 4/8/2025 (New School).

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 the approval of reimbursement resolution 2025-002 for expenditures for new High School AAA (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Department: Business Services
Initiated By: Rachel P. Sellers, Deputy Superintendent of Business Services

Attachments:
Resolution 2025-002 - Reimbursement Resolution

RESOLUTION 2025-002

A RESOLUTION OF THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA IN REGARD TO REIMBURSEMENT OF CERTAIN COSTS RELATING TO CERTAIN EDUCATIONAL FACILITY CAPITAL IMPROVEMENTS WITHIN THE SCHOOL DISTRICT OF MANATEE COUNTY.

BE IT RESOLVED BY THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby found, determined and declared as follows:

(A) the School Board of Manatee County, Florida (the "School Board"), as the governing body of the School District of Manatee County, Florida (the "District"), has incurred or expects to incur various costs in relation to certain educational facility capital improvements to be located within the District consisting of renovations to New High School "AAA" (the "Improvements");

(B) the School Board has determined it is in its best interest to finance such costs from proceeds of tax-exempt debt, including, without limitation, from the proceeds of any certificates of participation which may be issued in conjunction with the lease-purchase of such Improvements, and to reimburse itself for costs incurred with respect to such facilities prior to the issuance of such tax-exempt debt (herein referred to as the "Debt Obligations"); and

(C) the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of such Debt Obligations.

SECTION 2. OFFICIAL INTENT TO REIMBURSE. It is the intent of the School Board to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Improvements to be located within the District, all of which costs and expenditures represent capital expenditures to be paid from the District's Capital Projects - Section 1011.71(2), F.S., Local Capital Improvement Fund and Capital Projects – Other Capital Projects Fund. It is reasonably expected that such reimbursement shall come from the issuance of Debt Obligations which are not expected to exceed, in the aggregate, $140,000,000. It is currently the intention of the School Board to pay such Debt Obligations from the proceeds of its capital outlay millage

budgeted and appropriated for such purpose and other legally available revenues. The expenditures to be reimbursed shall be consistent with the School Board's budgetary and financial policy as being the type of expenditures which are paid on a long-term basis.

SECTION 3. RECORDS. The School Board shall comply with all applicable law in regard to the public availability of records of official acts (i.e., adoption of this resolution) by public entities such as the School Board, including making this resolution available to public inspection.

SECTION 4. COMPLIANCE WITH TAX LAW. It is the intent of this resolution to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective immediately upon its adoption.

Passed and Adopted at a regular meeting this 29th day of April 2025.

THE SCHOOL BOARD OF
MANATEE COUNTY, FLORIDA

By: _____
Chad Choate, III, Chairman

(SEAL)

ATTEST:

_____
Dr. Jason Wysong
Superintendent/Secretary

AGENDA ITEM NO. 13.3

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Revised Job Description of Position for Lead Guardian (No Financial Impact)

Executive Summary
The revision of the job description and position of Guardian Lead is needed to conform with recent statutory revisions.

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revised job description and position of Lead Guardian (No Financial Impact).

Financial Impact
No financial impact.

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

Attachments:
79023 Security Guard Lead Guardian -Clean
79023 Security Guard Lead Guardian -Redlined

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: LEAD GUARDIAN
State Title: Security Guard
JOB DESCRIPTION

JOB GOAL:
To provide direction and leadership to ensure safe and secure environment for students, employees, and visitors at assigned school sites. To assist the administrative staff with applying policies and procedures for safe and orderly schools at the building level.

This position is an armed Lead Guardian; however, there shall be no law enforcement authority except to the extent necessary to prevent or abate an active assailant incident on school property.

QUALIFICATIONS:

1. High School diploma or equivalent. Associates degree preferred.
2. Five (5) years of experience in armed security duties with three (3) years of supervisory/managerial experience.
3. Ability to read, write, speak, and understand Standard English.
4. Successful completion of initial and ongoing training/certification provided by the Manatee County Sheriff's Office as required by Chapter 2018-3, Laws of Florida, as a condition of employment.
5. Satisfactory completion of American Red Cross Aid and Cardiopulmonary Resuscitation (CPR) course or agreement to earn within one year of employment.
6. Must obtain a State of Florida (s 790.06 Florida Statutes) concealed weapons permit and must maintain the permit throughout employment in this position.
7. Must be able to successfully complete ongoing trainings, and firearm proficiency test as outlined in the Marjory Stoneman High School Public Safety Act.
8. Must meet all Manatee County Sheriff's Office requirements to attain a Guardian appointment pursuant to the Marjory Stoneman Douglas High School Public Safety Act. Must obtain and maintain the Guardian appointment throughout employment in this position.
9. Must have a valid Florida driver license.
10. Must submit to and pass an initial drug test and subsequent random screenings.
11. Must successfully pass a comprehensive employment background check.
12. Must pass a psychological evaluation.
13. Must successfully complete a 144-hour training program, consisting of 12 hours of training to improve the school guardian's knowledge and skills necessary to respond to and de-escalate incidents on school premises and 132 total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which must include:
    - Eighty hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least 10 percent but no more than 20 percent more rounds fired than associated with academy training. Program participants must achieve an 85 percent pass rate on the firearms training.
    - Sixteen hours of instruction in precision pistol.
    - Eight hours of discretionary shooting instruction using state-of-the-art simulator exercises.
    - Sixteen hours of instruction in active shooter or assailant scenarios.
    - Eight hours of instruction in defensive tactics.
    - Four hours of instruction in legal issues.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of standard security procedures and best practices. Strong oral, written, and interpersonal communications skills. Basic word processing and spreadsheet skills. Ability to acquire knowledge of School Board policies and applicable Manatee County School District security personnel procedures. Ability to read, write, speak and understand Standard English. Ability to apply standard security procedures and best practices. Ability to work with a wide variety of students from diverse backgrounds. Ability to pass required physical, psychiatric and drug tests. Ability to exercise good judgment under potentially dangerous conditions. Ability to control sudden violent or

extreme physical acts of others. Ability to exhibit rapid mental and muscular coordination simultaneously. Ability to work well with school administrators, youth, and adults. Ability to prepare and maintain technical records and state/district required reports.

REPORTS TO:
Director, Safety and Security

SUPERVISES:
School Security Guardians

PERFORMANCE RESPONSIBILITIES:

1. Uses whatever force is necessary to prevent or abate an active assailant incident.
2. Immediately responds to and engages to stop the threat of an active assailant.
3. Conducts perimeter and inner school checks to ensure premises are secure.
4. Provides leadership, supervision, and continuing training to ensure the efficiency of operations.
5. Trains, directs, and evaluates officers and employees directly subordinate to them.
6. Evaluates the assigned subordinates, carries out progressive discipline of guardians as needed, and maintains a close working relationship with all local law enforcement agencies.
7. Ensures that subordinates adhere to all policies, standard operating procedures, orders, and directives of the Safety and Security Department.
8. Analyzes information and situations regarding activities that may be in violation of school policies and or an indication of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public.
9. Collaborates with other school and district personnel, assigned police officer, representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and or taking action for the safety and security of school site.
10. Communicates school policies and procedures to personnel, parents, and visitors for the purpose of ensuring their understanding of the potential consequences of violation.
11. Investigates unusual incidents, e.g. unauthorized visitors, violent threats against students, etc., for the purpose of assisting responding law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference.
12. Responds to calls for service, which may include trespassers, or disturbances/disorders on or in school district facilities.
13. Assists in the management and organization of site administrators, district employees, and safety and emergency management personnel during emergency management incidents.
14. Serves as a liaison with local law enforcement agencies during emergency management incidents or as needed.
15. Conducts investigations regarding complaints of misconducts against School Security Guardians and presents recommendations to the Director, Safety and Security.
16. Patrols assigned schools sites to observe and provide assistance to School Security Guardians.
17. Performs the duties of School Security Guardian when he or she is on leave.
18. Monitors students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students.
19. Prepares a variety of documents, e.g. security logs, memos, letters, procedures, etc., for the purpose of documenting activities, providing written reference, and or conveying information.
20. Reads and responds to email communication.
21. Recommends policies, procedures and or actions to school administration for the purpose of providing information and or direction that ensure efficient provision of campus security.
22. Refers observation and incidents, e.g. injuries, altercations, suspicious activities, inappropriate social behavior, violations of rules, etc., for the purpose of communicating information to appropriate instructional and or administrative personnel, and or law enforcement for follow-up action.
23. Utilizes and monitors surveillance technology.
24. Operates metal detectors and conducts appropriate searches when directed to do so.
25. Provides support in school and district emergency situations and participates in all school emergency drills, e.g. fire, lockdown, active shooter, hostage, etc.

26. Provide support at school sites for summer school operations.
27. Assist with the coordination and implementation of statutory required retraining of School Security Guardians during the summer.
28. Participate in the selection process of School Security Guardians.
29. Performs other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Requires working indoors and outdoors in various weather-related conditions. Requires sitting, standing and moving about during the day, and the ability to lift, carry, and move and/or position objects infrequently weighting up to 50 pounds. Requires travel to schools and work sites within the District.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

The Lead Guardian is a 12-month position.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
06/12/2018

Revised:
04/23/2024
04/29/2025

SALARY SCHEDULE: SAMP
PAY GRADE: D06
SHORT TITLE: SUP283
STATE TITLE: 79023

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: LEAD GUARDIAN
State Title: Security Guard
JOB DESCRIPTION

JOB GOAL:
To provide direction and leadership to ensure safe and secure environment for students, employees, and visitors at assigned school sites. To assist the administrative staff with applying policies and procedures for safe and orderly schools at the building level.

This position is an armed Lead Guardian; however, there shall be no law enforcement authority except to the extent necessary to prevent or abate an active assailant incident on school property.

QUALIFICATIONS:

1. High School diploma or equivalent. Associates degree preferred.
2. Five (5) years of experience in armed security duties with three (3) years of supervisory/managerial experience.
3. Ability to read, write, speak, and understand Standard English.
4. Successful completion of initial and ongoing training/certification provided by the Manatee County Sheriff's Office as required by Chapter 2018-3, Laws of Florida, as a condition of employment.
5. Satisfactory completion of American Red Cross Aid and Cardiopulmonary Resuscitation (CPR) course or agreement to earn within one year of employment.
6. Must obtain a State of Florida (s 790.06 Florida Statutes) concealed weapons permit and must maintain the permit throughout employment in this position.
7. Must be able to successfully complete ongoing trainings, and firearm proficiency test as outlined in the Marjory Stoneman High School Public Safety Act.
8. Must meet all Manatee County Sheriff's Office requirements to attain a Guardian appointment pursuant to the Marjory Stoneman Douglas High School Public Safety Act. Must obtain and maintain the Guardian appointment throughout employment in this position.
9. Must have a valid Florida driver license.
10. Must submit to and pass an initial drug test and subsequent random screenings.
11. Must successfully pass a comprehensive employment background check.
12. Must pass a psychological evaluation.
13. ~~Must successfully complete 144 hours of comprehensive firearms safety proficiency training during a Criminal Justice Standards and Training Commission certified course conducted by the Manatee County Sheriff's Office as outlined below:~~
    - ~~80 hours firearms training~~
    - ~~16 hours of instruction in precision pistol~~
    - ~~8 hours of discretionary shooting instruction using approved simulator exercises~~
    - ~~8 hours of instruction in defensive tactics~~
    - ~~8 hours of instruction in active shooter or assailant scenarios~~
    - ~~12 hours of instruction in legal issues~~
    - ~~12 hours of a certified nationally recognized diversity training program~~

13. Must successfully complete a 144-hour training program, consisting of 12 hours of training to improve the school guardian's knowledge and skills necessary to respond to and de-escalate incidents on school premises and 132 total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which must include:
    - Eighty hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least 10 percent but no more than 20 percent more rounds fired than associated with academy training. Program participants must achieve an 85 percent pass rate on the firearms training.
    - Sixteen hours of instruction in precision pistol.
    - Eight hours of discretionary shooting instruction using state-of-the-art simulator exercises.
    - Sixteen hours of instruction in active shooter or assailant scenarios.
    - Eight hours of instruction in defensive tactics.

- Four hours of instruction in legal issues.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of standard security procedures and best practices. Strong oral, written, and interpersonal communications skills. Basic word processing and spreadsheet skills. Ability to acquire knowledge of School Board policies and applicable Manatee County School District security personnel procedures. Ability to read, write, speak and understand Standard English. Ability to apply standard security procedures and best practices. Ability to work with a wide variety of students from diverse backgrounds. Ability to pass required physical, psychiatric and drug tests. Ability to exercise good judgment under potentially dangerous conditions. Ability to control sudden violent or extreme physical acts of others. Ability to exhibit rapid mental and muscular coordination simultaneously. Ability to work well with school administrators, youth, and adults. Ability to prepare and maintain technical records and state/district required reports.

REPORTS TO:
Director, Safety and Security

SUPERVISES:
School Security Guardians

PERFORMANCE RESPONSIBILITIES:
1. Uses whatever force is necessary to prevent or abate an active assailant incident.
2. Immediately responds to and engages to stop the threat of an active assailant.
3. Conducts perimeter and inner school checks to ensure premises are secure.
4. Provides leadership, supervision, and continuing training to ensure the efficiency of operations.
5. Trains, directs, and evaluates officers and employees directly subordinate to them.
6. Evaluates the assigned subordinates, carries out progressive discipline of guardians as needed, and maintains a close working relationship with all local law enforcement agencies.
7. Ensures that subordinates adhere to all policies, standard operating procedures, orders, and directives of the Safety and Security Department.
8. Analyzes information and situations regarding activities that may be in violation of school policies and or an indication of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public.
9. Collaborates with other school and district personnel, assigned police officer, representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and or taking action for the safety and security of school site.
10. Communicates school policies and procedures to personnel, parents, and visitors for the purpose of ensuring their understanding of the potential consequences of violation.
11. Investigates unusual incidents, e.g. unauthorized visitors, violent threats against students, etc., for the purpose of assisting responding law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference.
12. Responds to calls for service, which may include trespassers, or disturbances/disorders on or in school district facilities.
13. Assists in the management and organization of site administrators, district employees, and safety and emergency management personnel during emergency management incidents.
14. Serves as a liaison with local law enforcement agencies during emergency management incidents or as needed.
15. Conducts investigations regarding complaints of misconducts against School Security Guardians and presents recommendations to the Director, Safety and Security.
16. Patrols assigned schools sites to observe and provide assistance to School Security Guardians.
17. Performs the duties of School Security Guardian when he or she is on leave.
18. Monitors students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students.
19. Prepares a variety of documents, e.g. security logs, memos, letters, procedures, etc., for the purpose of documenting activities, providing written reference, and or conveying information.
20. Reads and responds to email communication.

21. Recommends policies, procedures and or actions to school administration for the purpose of providing information and or direction that ensure efficient provision of campus security.
22. Refers observation and incidents, e.g. injuries, altercations, suspicious activities, inappropriate social behavior, violations of rules, etc., for the purpose of communicating information to appropriate instructional and or administrative personnel, and or law enforcement for follow-up action.
23. Utilizes and monitors surveillance technology.
24. Operates metal detectors and conducts appropriate searches when directed to do so.
25. Provides support in school and district emergency situations and participates in all school emergency drills, e.g. fire, lockdown, active shooter, hostage, etc.
26. Provide support at school sites for summer school operations.
27. Assist with the coordination and implementation of statutory required retraining of School Security Guardians during the summer.
28. Participate in the selection process of School Security Guardians.
29. Performs other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Requires working indoors and outdoors in various weather-related conditions. Requires sitting, standing and moving about during the day, and the ability to lift, carry, and move and/or position objects infrequently weighting up to 50 pounds. Requires travel to schools and work sites within the District.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

The Lead Guardian is a 12-month position.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
06/12/2018

Revised:
04/23/2024
04/29/2025

SALARY SCHEDULE: SAMP
PAY GRADE: D06
SHORT TITLE: SUP283
STATE TITLE: 79023

AGENDA ITEM NO. 13.4

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Revised Job Description of Position for School Safety Guardian (No Financial Impact)

Executive Summary
The revision of the job description and position of School Safety Guardian is needed to conform with recent statutory revisions.

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revised job description and position of School Safety Guardian (No Financial Impact).

Financial Impact
No Financial Impact

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

Attachments:
79023 Security Guard [School Safety Guardian] - Clean
79023 Security Guard [School Safety Guardian] - Redlined

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: SCHOOL SAFETY GUARDIAN
State Title: Security Guard
JOB DESCRIPTION

JOB GOAL:
To ensure the safety, security and welfare of all students, faculty, staff, and visitors in the assigned school. To assist the administrative staff with applying policies and procedures for safe and orderly schools at the building level. Responsible for maintaining calm, deterring crime, and examining preliminary inquiries into violations of school board policies, on school property or at school-sponsored events.

This position is an armed School Safety Guardian; however, there shall be no law enforcement authority except to the extent necessary to prevent or abate an active assailant incident on school property.

QUALIFICATIONS:

1. High school diploma (or equivalent). Must be 21 years of age or older.
2. Experience or training in security related field is preferred.
3. Ability to read, write, speak, and understand Standard English.
4. Successful completion of initial and ongoing training/certification provided by the Manatee County Sheriff's Office as required by Chapter 2018-3, Laws of Florida, as a condition of employment.
5. Satisfactory completion of American Red Cross Aid and Cardiopulmonary Resuscitation (CPR) course or agreement to earn within one year of employment.
6. Must obtain a State of Florida (s 790.06 Florida Statutes) concealed weapons permit and must maintain the permit throughout employment in this position. Must be able to successfully complete ongoing trainings, and firearm proficiency test as outlined in the Marjory Stoneman High School Public Safety Act.
7. Must meet all Manatee County Sheriff's Office requirements to attain a Guardian appointment pursuant to the Marjory Stoneman Douglas High School Public Safety Act. Must obtain and maintain the Guardian appointment throughout employment in this position.
8. Must have a valid Florida driver license.
9. Must submit to and pass an initial drug test and subsequent random screenings.
10. Must successfully pass a comprehensive employment background check.
11. Must pass a psychological evaluation.
12. Must successfully complete a 144-hour training program, consisting of 12 hours of training to improve the school guardian's knowledge and skills necessary to respond to and de-escalate incidents on school premises and 132 total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which must include:
    - Eighty hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least 10 percent but no more than 20 percent more rounds fired than associated with academy training. Program participants must achieve an 85 percent pass rate on the firearms training.
    - Sixteen hours of instruction in precision pistol.
    - Eight hours of discretionary shooting instruction using state-of-the-art simulator exercises.
    - Sixteen hours of instruction in active shooter or assailant scenarios.
    - Eight hours of instruction in defensive tactics.
    - Four hours of instruction in legal issues.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of standard security procedures and best practices. Strong oral, written, and interpersonal communications skills. Basic word processing and spreadsheet skills. Ability to acquire knowledge of School Board policies and applicable Manatee County School District security personnel procedures. Ability to read, write, speak and understand Standard English. Ability to apply standard security procedures and best practices. Ability to work with a wide variety of students from diverse backgrounds. Ability to pass required physical, psychiatric and drug tests. Ability to exercise good judgment under potentially dangerous conditions. Ability to control sudden violent or extreme physical acts of others. Ability to exhibit rapid mental and muscular coordination simultaneously. Ability to

work well with school administrators, youth, and adults. Ability to prepare and maintain technical records and state/district required reports.

REPORTS TO:
Guardian Lead

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:

1. Uses whatever force is necessary to prevent or abate an active assailant incident.
2. Immediately responds to and engages to stop the threat of an active assailant.
3. Conducts perimeter and inner school checks to ensure premises are secure.
4. Analyzes information and situations regarding activities that may be in violation of school policies and or an indication of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public.
5. Collaborates with other school and district personnel, assigned police officer, representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and or taking action for the safety and security of school site.
6. Communicates school policies and procedures to personnel, parents, and visitors for the purpose of ensuring their understanding of the potential consequences of violation.
7. Investigates unusual incidents, e.g. unauthorized visitors, violent threats against students, etc., for the purpose of assisting responding law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference.
8. Monitors students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students.
9. Prepares a variety of documents, e.g. security logs, memos, letters, procedures, etc., for the purpose of documenting activities, providing written reference, and or conveying information.
10. Reads and responds to email communication.
11. Recommends policies, procedures and or actions to school administration for the purpose of providing information and or direction that ensure efficient provision of campus security.
12. Refers observation and incidents, e.g. injuries, altercations, suspicious activities, inappropriate social behavior, violations of rules, etc., for the purpose of communicating information to appropriate instructional and or administrative personnel, and or law enforcement for follow-up action.
13. Utilizes and monitors surveillance technology.
14. Operates metal detectors and conducts appropriate searches when directed to do so.
15. Provides support in school and district emergency situations and participates in all school emergency drills, e.g. fire, lockdown, active shooter, hostage, etc.
16. Performs other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Requires working indoors and outdoors in various weather-related conditions. Requires sitting, standing and moving about during the day, and the ability to lift, carry, and move and/or position objects infrequently weighting up to 50 pounds. Requires travel to schools and work sites within the District.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

The School Safety Guardian is a 10-month position.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
06/12/2018

Revised:
06/09/2020
04/29/2025

SALARY SCHEDULE: HOURLY NON-BARGAINING
PAY GRADE: 68
SHORT TITLE: SUP284
STATE TITLE: 79023

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: SCHOOL SAFETY GUARDIAN
State Title: Security Guard
JOB DESCRIPTION

JOB GOAL:
To ensure the safety, security and welfare of all students, faculty, staff, and visitors in the assigned school. To assist the administrative staff with applying policies and procedures for safe and orderly schools at the building level. Responsible for maintaining calm, deterring crime, and examining preliminary inquiries into violations of school board policies, on school property or at school-sponsored events.

This position is an armed School Safety Guardian; however, there shall be no law enforcement authority except to the extent necessary to prevent or abate an active assailant incident on school property.

QUALIFICATIONS:

1. High school diploma (or equivalent). Must be 21 years of age or older.
2. Experience or training in security related field is preferred.
3. Ability to read, write, speak, and understand Standard English.
4. Successful completion of initial and ongoing training/certification provided by the Manatee County Sheriff's Office as required by Chapter 2018-3, Laws of Florida, as a condition of employment.
5. Satisfactory completion of American Red Cross Aid and Cardiopulmonary Resuscitation (CPR) course or agreement to earn within one year of employment.
6. Must obtain a State of Florida (s 790.06 Florida Statutes) concealed weapons permit and must maintain the permit throughout employment in this position. Must be able to successfully complete ongoing trainings, and firearm proficiency test as outlined in the Marjory Stoneman High School Public Safety Act.
7. Must meet all Manatee County Sheriff's Office requirements to attain a Guardian appointment pursuant to the Marjory Stoneman Douglas High School Public Safety Act. Must obtain and maintain the Guardian appointment throughout employment in this position.
8. Must have a valid Florida driver license.
9. Must submit to and pass an initial drug test and subsequent random screenings.
10. Must successfully pass a comprehensive employment background check.
11. Must pass a psychological evaluation.
12. ~~Must successfully complete 144 hours of comprehensive firearms safety proficiency training during a Criminal Justice Standards and Training Commission certified course conducted by the Manatee County Sheriff's Office as outlined below:~~
    - ~~80 hours firearms training~~
    - ~~16 hours of instruction in precision pistol~~
    - ~~8 hours of discretionary shooting instruction using approved simulator exercises~~
    - ~~8 hours of instruction in defensive tactics~~
    - ~~8 hours of instruction in active shooter or assailant scenarios~~
    - ~~12 hours of instruction in legal issues~~
    - ~~12 hours of a certified nationally recognized diversity training program~~
12. Must successfully complete a 144-hour training program, consisting of 12 hours of training to improve the school guardian's knowledge and skills necessary to respond to and de-escalate incidents on school premises and 132 total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which must include:
    - Eighty hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least 10 percent but no more than 20 percent more rounds fired than associated with academy training. Program participants must achieve an 85 percent pass rate on the firearms training.
    - Sixteen hours of instruction in precision pistol.
    - Eight hours of discretionary shooting instruction using state-of-the-art simulator exercises.
    - Sixteen hours of instruction in active shooter or assailant scenarios.
    - Eight hours of instruction in defensive tactics.

- Four hours of instruction in legal issues.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of standard security procedures and best practices. Strong oral, written, and interpersonal communications skills. Basic word processing and spreadsheet skills. Ability to acquire knowledge of School Board policies and applicable Manatee County School District security personnel procedures. Ability to read, write, speak and understand Standard English. Ability to apply standard security procedures and best practices. Ability to work with a wide variety of students from diverse backgrounds. Ability to pass required physical, psychiatric and drug tests. Ability to exercise good judgment under potentially dangerous conditions. Ability to control sudden violent or extreme physical acts of others. Ability to exhibit rapid mental and muscular coordination simultaneously. Ability to work well with school administrators, youth, and adults. Ability to prepare and maintain technical records and state/district required reports.

REPORTS TO:
Guardian Lead

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Uses whatever force is necessary to prevent or abate an active assailant incident.
2. Immediately responds to and engages to stop the threat of an active assailant.
3. Conducts perimeter and inner school checks to ensure premises are secure.
4. Analyzes information and situations regarding activities that may be in violation of school policies and or an indication of possible criminal activity for the purpose of determining immediate actions and or making recommendations to ensure safety of students, staff, and the public.
5. Collaborates with other school and district personnel, assigned police officer, representatives of local agencies for the purpose of preliminary inquiries into violations of school board policies and providing information and or taking action for the safety and security of school site.
6. Communicates school policies and procedures to personnel, parents, and visitors for the purpose of ensuring their understanding of the potential consequences of violation.
7. Investigates unusual incidents, e.g. unauthorized visitors, violent threats against students, etc., for the purpose of assisting responding law enforcement personnel, developing information necessary to assist in determining appropriate action, and or providing documentation for future reference.
8. Monitors students within a variety of school environments, e.g. rest rooms, grounds, hallways, library, cafeteria, parking lots, etc., for the purpose of ensuring the safety and welfare of students.
9. Prepares a variety of documents, e.g. security logs, memos, letters, procedures, etc., for the purpose of documenting activities, providing written reference, and or conveying information.
10. Reads and responds to email communication.
11. Recommends policies, procedures and or actions to school administration for the purpose of providing information and or direction that ensure efficient provision of campus security.
12. Refers observation and incidents, e.g. injuries, altercations, suspicious activities, inappropriate social behavior, violations of rules, etc., for the purpose of communicating information to appropriate instructional and or administrative personnel, and or law enforcement for follow-up action.
13. Utilizes and monitors surveillance technology.
14. Operates metal detectors and conducts appropriate searches when directed to do so.
15. Provides support in school and district emergency situations and participates in all school emergency drills, e.g. fire, lockdown, active shooter, hostage, etc.
16. Performs other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Requires working indoors and outdoors in various weather-related conditions. Requires sitting, standing and moving about during the day, and the ability to lift, carry, and move and/or position objects infrequently weighting up to 50

pounds. Requires travel to schools and work sites within the District.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

The School Safety Guardian is a 10--month position.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
06/12/2018

Revised:
06/09/2020

SALARY SCHEDULE: HOURLY NON-BARGAINING
PAY GRADE: 68
SHORT TITLE: SUP284
STATE TITLE: 79023

AGENDA ITEM NO. 13.5

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Revision of Job Description and Position of Literacy Coach (No Financial Impact)

Executive Summary
The Instructional Division has revised the job description and position of Literacy Coach to include changes to the job goal, qualification requirements, and performance responsibilities. The changes are required to better align the job description with the FLDOE and instructional division goals for supporting academic achievement through the science of reading. The changes also prioritize the focus of the job responsibilities on building teacher practice through job-embedded support allowing a wider impact on student literacy. There are currently no employees assigned to this position, but this position will be used in the 2025-2026 school year at elementary and K-8 schools.

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revised job description of Literacy Coach (No Financial Impact).

Financial Impact
No financial impact.

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

Attachments:
64020 Trainer Instructional BAS318 Coach Literacy-Clean
64020 Trainer Instructional BAS318 Coach Literacy-Redlined

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: LITERACY COACH
State Title: Trainer, Instructional
JOB DESCRIPTION

JOB GOAL:
To serve as a school-based instructional leader with knowledge in the science of reading, evidence-based practices, English Language Arts state standards, and to support educators as adult learners.

QUALIFICATIONS:
1. Bachelor's degree in the field of Education required.
2. Reading certification or endorsement, required or in process with intent to complete within one year.
3. Successful experience conducting professional learning activities preferably in literacy and/or experience in other leadership roles.
4. Minimum three years teaching experience, with at least three years of highly effective instructional practice ratings.
5. Experience in literacy instruction including the six components of reading, evidence-based reading strategies, assessment, data analysis, and differentiated instruction.
6. Valid Florida Teaching Certificate.
7. ESOL Certification or Endorsement preferred.
8. Appropriate grade level experience preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of reading/literacy curriculum, instruction, and ability to model systematic, explicit, evidence-based instructional processes grounded in the science of reading. Knowledge of multiple reading/literacy assessments and how to use data to inform instruction. Ability to interpret reading/literacy assessments and use data to determine professional development needs and recommend changes to improve school-wide and/or classroom instructional practices. Ability to provide effective, non-evaluative instructional feedback and motivate others to perform at high standards. Ability to identify problems and develop appropriate solutions. Ability to effectively prioritize, schedule, manage, and organize multiple daily tasks to achieve goals. Strong interpersonal skills and the ability to relate to and interact with adults exhibiting a range of abilities and dispositions. High degree of professionalism to ensure and protect the confidentiality of educators and students. Strong work ethic, self-directed and reliable, and the ability to work both independently and collaboratively. Sense of urgency for reading/literacy achievement. Effective written and oral communication skills, including the ability to engage in different and candid conversations with a variety of stakeholders. Desire to grow professionally.

REPORTS TO:
School Principal

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Engages in coaching support with teachers at least 80 percent of the time in order to have the greatest impact on student achievement in literacy.
2. Models effective instructional strategies for teachers in whole and small group instruction.
3. Trains teachers to collect and analyze data to inform instructional practices in the classroom.
4. Works with teachers to ensure that evidence-based reading strategies and programs grounded in the science of reading are implemented with fidelity.
5. Works with teachers to ensure that strategies for foundational skills include phonics instruction for decoding and encoding.
6. Participates in literacy leadership teams.
7. Continues to grow professionally to increase knowledge of and ability to apply effective pedagogy and andragogy.
8. Works with school administrators to plan and implement a consistent program of improving reading

achievement using evidence-based strategies.

9. Facilitates grade level collaborative planning sessions and professional learning opportunities based on evidence-based reading strategies and district approved resources.
10. Works with district specialists to promote and support district literacy initiatives.
11. Performs other related duties to promote literacy across all content areas as necessary and as assigned in the 20 percent of time not allocated to coaching support with teachers.

PHYSICAL REQUIREMENTS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable the individuals with disabilities to perform the essential functions.

Position may require employee to lift, carry, or move materials. While performing the duties of this job, the employee is required to sit and talk or listen. The employee must be able to attend meetings, travel, and facilitate training sessions in the evenings and on Saturdays. The position requires the individual to meet multiple demands from several people and interact with the public and other staff.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
04/26/2016

Revised:
05/22/2018
04/29/2025

SALARY SCHEDULE: INSTRUCTIONAL
PAY GRADE: PAD2
SHORT TITLE: BAS318
STATE JOB CODE: 64020

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: LITERACY COACH
State Title: Trainer, Instructional
JOB DESCRIPTION

JOB GOAL:
To serve as a school-based instructional leader with knowledge in the science of reading, evidence-based practices, English Language Arts state standards, and to support ~~and working withsupporting~~ educators as adult learners.~~To provide leadership, planning, development, implementation, and evaluation to schools to improve literacy across the curriculum.~~

QUALIFICATIONS:
1. ~~Master's~~ Bachelor's d~~D~~egree in the field of Education required.
2. Reading ~~endorsement~~certification or c~~Certification~~endorsement, ~~Reading Endorsement, or Master's in Reading~~ required or in process with intent to complete within one year.~~.~~
3. Successful experience conducting professional ~~development~~ learning activities preferably in ~~reading/~~literacy and/or experience in other leadership roles.
4. ~~Five years of successful teaching experience required.~~ Minimum three years teaching experience, with at least three years of highly effective instructional practice ratings.
5. ~~Strong background in reading/literacy curriculum, assessment, and instruction and teacher training required.~~ Experience in literacy instruction including the six components of reading, evidence-based reading strategies, assessment, data analysis, and differentiated instruction.
6. Valid Florida Teaching Certificate.
~~7. Valid Florida Driver's License.~~
~~8.~~7. ESOL Certification or Endorsement preferred.
~~9.~~8. Appropriate grade level experience preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
~~Deep~~ K~~k~~nowledge of reading/literacy curriculum, instruction, and ability to model systematic, explicit, evidence-based instructional processes grounded in the science of reading. Knowledge ~~and understanding~~ of multiple reading/literacy assessments and how to use data to inform instruction. Ability to interpret reading/literacy assessments and use data to determine professional development needs and recommend changes to improve school-wide and/or classroom instructional practices. Ability to provide effective, non-evaluative instructional feedback and motivate others to perform at high standards. Ability to identify problems and develop appropriate solutions. Ability to effectively prioritize, schedule, manage, and organize multiple daily tasks to achieve goals. Strong interpersonal skills and the ability to relate to and interact with adults exhibiting a range of abilities and dispositions. High degree of professionalism to ensure and protect the confidentiality of educators and students. Strong work ethic, self-directed and reliable, and the ability to work both independently and collaboratively. Sense of urgency for reading/literacy achievement. ~~Persistent in spite of obstacles.~~ Effective written and oral communication skills, including the ability to engage in different and candid conversations with a variety of stakeholders. Desire to grow professionally.

REPORTS TO:
School Principal

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Engages in coaching support with teachers at least ~~75~~80~~80~~ percent of the ~~weekly instructional~~ time in order to have the greatest impact on student achievement in literacy.~~.~~
2. Models effective instructional strategies for teachers in whole and small group instruction.
3. Trains teachers to collect and analyze data to inform instructional practices in the classroom.
4. Works with teachers to ensure that evidence-based reading strategies and programs grounded in the science of reading are implemented with fidelity.
5. Works with teachers to ensure that strategies for foundational skills include phonics instruction for decoding and encoding.

6. Participates in literacy leadership teams.
7. Continues to grow professionally to increase knowledge of and ability to apply effective pedagogy and andragogy.
8. Works with school administrators to plan and implement a consistent program of improving reading achievement using evidence-based strategies.
9. Facilitates grade level collaborative planning sessions and professional learning opportunities based on evidence-based reading strategies and district approved resources.
10. Works with district specialists to promote and support district literacy initiatives.
11. Performs other related duties to promote literacy across all content areas as necessary and as assigned in the 20 percent of time not allocated to coaching support with teachers.

~~1. Uses data to identify and prioritize coaching support and inform instruction.~~
~~2. Provides specialized instruction and assessment strategies to teachers through demonstration and modeling.~~
~~3. Facilitates the review, evaluation, and integration of literacy resources across the content areas.~~
~~4. Acquaints teachers with and provides support to integrate successful and innovative strategies for classroom instruction and assessment.~~
~~5. Provides information about materials and resources~~.
~~6. Collaborates with other departments and district Curriculum Specialists to promote and support district literacy initiatives.~~
~~7. Attends district coaching professional development opportunities and academies.~~
~~8. Submits monthly coaching logs and other reports as needed to appropriate district staff~~
~~9. Remains current through study and discussion of professional literature and membership in professional organizations.~~
~~10. Performs other related duties to promote literacy across all content areas as necessary and as assigned.~~

PHYSICAL REQUIREMENTS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable the individuals with disabilities to perform the essential functions.

Position may require employee to lift, carry, or move materials. While performing the duties of this job, the employee is required to sit and talk or listen. The employee must be able to attend meetings, travel, and facilitate training sessions in the evenings and on Saturdays. The position requires the individual to meet multiple demands from several people and interact with the public and other staff.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
04/26/2016

Revised:
05/22/2018
04/29/2025

SALARY SCHEDULE: INSTRUCTIONAL
PAY GRADE: PAD2
SHORT TITLE: BAS318
STATE JOB CODE: 64020

AGENDA ITEM NO. 13.6

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Agreed Upon American Federation of State, County, and Municipal Employees (AFSCME) Raise Terms in the amount of $2,497,519 from the General/Food Service Fund, and ratification of the Superintendent's signature on Memorandum of Understandings (MOU's) for millage and millage carryforward distribution in the amount of $6,887,333. (Multiple Funding Sources)

Executive Summary
Starting in August of 2024 and continuing through April of 2025, when the raise package was ratified, the American Federation of State, County, and Municipal Employees (AFSCME Local 1584) and the School District of Manatee County negotiated, and agreement was reached, regarding the unit raises for the 2024-2025 school year. Key negotiated terms include:

FINANCIAL CHANGES
All employees shall receive Two Steps with the exception of the following:

- Bus Drivers (17B) shall receive one step
- All Cells on Paygrade 17B shall be increased by $3.33
- Pay Grades 34B, 35B, 36B shall be added to the Salary Schedule
- Pay Grade 34B shall be increased by $2/hr. over 31B for all cells
- Pay Grade 35B shall be increased by $2/hr. over 32B for all cells
- Pay Grade 36B shall be increased by $2/hr. over 33B for all cells
- All Vehicle Mechanics shall be moved from Pay Grade 31B to 34B
- All Maintenance Mechanics (Electricians, Electronics, HVAC) shall be moved from Pay Grade 31B to 34B
- All Lead Vehicle Mechanics shall be moved from Pay Grade 33B to 36B
- All Lead Maintenance Mechanics (Electricians, Electronics, HVAC) shall be moved from Pay Grade 33B to 36B
- Millage will be utilized to provide an additional $1.00 per hour for a total of $2.00 per hour for the 2024-25 School Year for all cells on the AFSCME Salary Schedule.
- In addition, every Cell on the AFSCME Salary Schedule will be increased by 16 cents ($0.16).
- Uniform and safety shoe allowance will increase by 2% over 2023-24 rates for eligible employees; new amounts are $185.34 and $78.47.
- Effective back to July 1, 2024, for all employees employed on March 15, 2025.
- Steps 36 and 37 will be created for all Paygrades on the AFSCME scale at 2% each above the preceding max step.

HIGHLIGHTED CONTRACT LANGUAGE CHANGES

Revise Article XIII, Sections 3, 4, & 5:
Section 3 - Ten-Month Employee Holidays:
For Ten (10) month employees the following days listed below shall be holidays or non-paid/non-work days, unless the day becomes a make-up day due to school or district closure which will be communicated at the earliest time practicable. Any employee who works on a paid holiday will be paid double time for those hours worked unless the holiday is identified as a make-up day by the School Board.

HOLIDAY - TYPE
Labor Day- Paid Holiday
Veterans Day- Paid Holiday

Thanksgiving Day- Paid Holiday
New Years Day- Paid Holiday
Martin Luther King Day- Paid Holiday
Presidents Day- Paid Holiday
Good Friday- Non-Paid/Non-Work Day

Section 4 - Twelve-Month Employee Holidays:
For Twelve (12) month employees the following days listed below shall be holidays or non-paid/non-work days, unless the day becomes a make-up day due to school or district closure which will be communicated at the earliest time practicable. Any employee who works on a paid holiday will be paid double time for those hours worked unless the holiday is identified as a make-up day by the School Board.

HOLIDAY - TYPE
Independence Day- Paid Holiday
Labor Day- Paid Holiday
Veterans Day- Paid Holiday
Thanksgiving Day Paid Holiday
Friday After Thanksgiving- Paid Holiday
Christmas Eve- Paid Holiday
Christmas Day- Paid Holiday
New Years Day- Paid Holiday
Presidents Day- Paid Holiday
Martin Luther King Day- Non-Paid/Non-Work Day
Good Friday- Paid Holiday
Memorial Day- Non-Paid/Non-Work Day

Section 5 – Calendar Committee:
AFSCME President or designee shall appoint a member to the District Calendar Committee.

Revise Article XV, Section 1, Paragraph I:
Section 1 - Sick Leave
I. Use of donated sick leave by Non-Family Members: An employee of the Manatee County School District may authorize another District employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, not including sick leave from a sick leave pool, if the recipient participates in a sick leave pool. A recipient shall not receive more than seven (7) days per year. Any unused donated sick leave will remain with the employee it was donated to but shall have no value upon retirement.

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

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

Recommendation
The Superintendent recommends Approval of the Agreed Upon American Federation of State, County, and Municipal Employees (AFSCME) Raise Terms in the amount of $2,497,519 from the General/Food Service Fund, and ratification of the Superintendent's signature on Memorandum of Understandings (MOU's) for millage and millage carryforward distribution in the amount of $6,887,333. (Multiple Funding Sources)

Financial Impact
The proposed financial impact associated with the agreed upon AFSCME raises is $9,384,852, including fringe benefits. The funding source for this cost will be broken down by funds as follows:
$ 2,254,077 General Fund,
$ 243,442 Food Service/Grant,
$ 4,462,833 Millage Referendum
$ 2,424,500 Millage Carryforward

Contact
Submitting Departments: Operations and Business Services
Initiated By: Joseph Ranaldi and Rachel Sellers

Attachments:
AFSCME Board Attachments 04292025

2024-25 PROPOSED COMPENSATION INCREASE
11/11/2024

T/A 3/3/2025 JR

Salary Increases:	OFFER #3 (16 cents)	Salaries & Benefits
AFSCME(average 4%) excludes 17B Bus drivers, Select 31B/33B Transportation/Maintenance Mechanics. Includes 12B, 13B, 23B, 24B, 25B, 26B, 27B, 28B, 29B, 30B, Select 31B, 32B, Select 33B)	2 step	$ 905,495.52
Bus Drivers, Pay Grade 17B	1 step	$ 93,766.99
Food service 12B-R	2 step	$ 243,442.18
Add 0.16 to all steps	0.16 to all steps	$ 326,966.87
Tool Allowance - Paid 7/26/24 $500 23/24 (Additional $100)	36	$ 3,600.00
Uniforms & Shoes - Transportation and Maintenance	2%	$ 3,505.91
Bus Drivers, Pay Grade 17B - hour increase +$3.33/hr All Cells	111	$ 697,085.51
Transportation Vehicle Maintenance 31B to 34B +$2/hr All Cells	17	$ 84,492.28
Transportation Vehicle Lead Mechanics 33B to 36B +$2/hr All Cells	5	$ 24,850.67
Maintenance - Mechanics 31B to 34B +$2/hr All Cells	19	$ 94,432.55
Maintenance - Lead Tech/Elec/Mechanic 33B-36B +$2/hr All Cells	4	$ 19,880.54
Total Salary Increases		$ 2,497,519.03
Retention Supplements - December $750-10yrs, $1,500-20yrs	With Benefits	$ 282,700.95
Retention Supplements - August $750-10yrs, $1,500-20yrs	With Benefits	$ 13,812.75
Total Salary Increases with Retention Supplements		**$ 2,794,032.73**

REVISED STARTING SALARIES ASSUMING $2.00/HRLY FROM REFERENDUM	
Starting Bus Driver Salary - Grade 17	$ 23.06
Starting Vehicle Mechanic Salary - Grade 34	$ 22.70
Starting Vehicle Lead Schedule Mechanic Salary - Grade 36	$ 24.59
Starting Salary Maint. Mechanics (Electricians, Electronics, HVAC) - Grade 34	$ 22.70
Starting Salary Lead Maint. Mechanics (Electricians, Electronics, HVAC)- Grade 36	$ 24.59

Remove from Narrative Is Not Included In Negotiations DRH 3/3/25

HEALTH INSURANCE 2024-2025

Health Insurance - $ Increase by Plan for CY 2025 with 10.9% Rate Increase

	AFSCME Enrollment as of 5/23/2024		2025 Annual Cost		Percentage Split		Increase per Employee in 20 Paychecks	Annual Increase		Annual Premium Cost to employee	Board Premium Cost per employee by plan
			Employee	Board	Employee	Board		Employee	Board		
Bronze	83	Employee Only	$44,183	$680,411	6.1%	93.9%	$ 2.62	$ 52	$ 806	$ 532.32	$ 8,197.73
	6	Employee + Spouse	$38,806	$76,574	33.6%	66.4%	$ 31.78	$ 636	$ 1,254	$ 6,467.69	$ 12,762.37
	19	Employee + Child(ren)	$50,570	$248,806	16.9%	83.1%	$ 13.08	$ 262	$ 1,287	$ 2,661.60	$ 13,095.07
	7	Family	$59,992	$123,525	32.7%	67.3%	$ 42.12	$ 842	$ 1,734	$ 8,570.35	$ 17,646.41
Total	**115**		$193,552	$1,129,317	14.6%	85.4%					
Silver	183	Employee Only	$194,829	$1,544,021	11.2%	88.8%	$ 5.23	$ 105	$ 829	$ 1,064.64	$ 8,437.27
	16	Employee + Spouse	$126,479	$207,818	37.8%	62.2%	$ 38.85	$ 777	$ 1,277	$ 7,904.95	$ 12,988.61
	21	Employee + Child(ren)	$101,447	$257,390	28.3%	71.7%	$ 23.74	$ 475	$ 1,205	$ 4,830.80	$ 12,256.67
	4	Family	$46,631	$67,285	40.9%	59.1%	$ 57.29	$ 1,146	$ 1,653	$ 11,657.81	$ 16,821.31
Total	**224**		$469,386	$2,076,514	18.4%	81.6%					
Gold	158	Employee Only	$269,141	$1,326,781	16.9%	83.1%	$ 8.37	$ 167	$ 825	$ 1,703.42	$ 8,397.35
	14	Employee + Spouse	$129,487	$181,468	41.6%	58.4%	$ 45.45	$ 909	$ 1,274	$ 9,249.06	$ 12,961.99
	12	Employee + Child(ren)	$73,460	$144,525	33.7%	66.3%	$ 30.08	$ 602	$ 1,184	$ 6,121.68	$ 12,043.74
	4	Family	$54,722	$66,434	45.2%	54.8%	$ 67.23	$ 1,345	$ 1,632	$ 13,680.62	$ 16,608.38
Total	**188**		$526,810	$1,719,207	23.5%	76.5%					
Total	**527**		**$1,189,749**	**$4,925,038**	**19.5%**	**80.5%**					

Rachel Sellers 11/11/24

Lisa Burke Deanna Jewell 11/11/24

Memorandum of Understanding Between the
School District of Manatee County and
the American Federation of State, County and Municipal Employees (AFSCME)

This Memorandum of Understanding is hereby made and entered into by and between the School District of Manatee County, hereinafter referred to as the School Board, and the American Federation of State, County, and Municipal Employees, hereinafter referred to as AFSCME.

WHEREAS the parties agree to the following:

District Management agrees to the AFSCME request for distribution of the Referendum Carryforward Money as follows, which shall be communicated to membership:

(1) AFSCME employees receiving more than a $2.00 per hour pay increase negotiated for 2024-25 (Bus Drivers; Transportation Vehicle Maintenance; Transportation Vehicle Lead Mechanics; Maintenance – Mechanics - Electricians, Electronics, HVAC; Lead Maintenance Mechanics - Electricians, Electronics, HVAC; Approximately 102 Employees); shall receive a gross bonus of $2,100.

(2) AFSCME employees receiving less than a $2.00 per hour pay increase negotiated for 2024-25 (All remaining AFSCME employees; Approximately 713 Employees); shall receive a gross bonus of $3,100.

Eligible employees to receive these bonuses shall have been employed on July 1, 2024 and remain employed as of March 3, 2025.

For American Federation of State,

County and Municipal (AFSCME):

Deanna Howell, President
AFSCME

Date: April 10, 2025

For the School Board of Manatee County:

Dr. Jason Wysong, Superintendent
School District of Manatee County

Date: 04/11/25

Memorandum of Understanding Between the
School District of Manatee County and
the American Federation of State, County and Municipal Employees (AFSCME)

This Memorandum of Understanding is hereby made and entered into by and between the School District of Manatee County, hereinafter referred to as the School Board, and the American Federation of State, County, and Municipal Employees, hereinafter referred to as AFSCME.

WHEREAS the parties agree to the following:

The total amount of referendum/millage funds that carry- forward from last school year (2023-2024) is $2,811,446.81.

The 2023-26 AFSCME Agreement stated that the milage referendum salary would be distributed at a rate of an additional $1.00 per hour for all cells on the salary schedule (bringing the total to $2.00 for all AFSCME employees). It was further stated that the additional $1.00 will continue year after year as long as the carry-forward funds are available.

Based on the stated carry-forward amount, funds exist to continue the additional $1.00 per hour for all cells on the salary schedule (bringing the total to $2.00 for all AFSCME employees) for the 2024-25 school year.

For American Federation of State,

County and Municipal (AFSCME):

Deanna Howell, President
AFSCME

Date: August 22, 2024

For the School Board of Manatee County:

Dr. Jason Wysong, Superintendent
School District of Manatee County

Date: 08/23/2024

8/22/24

RATIFICATION AFSCME, LOCAL 1584 AGREEMENT 2024-2025

The Execution below by the respective parties evidences that the foregoing Ratification Agreement and the terms and conditions hereof have been approved by a majority vote of the employees in the unit pursuant to Section 447.309 (4), Florida Statutes and by the School Board of Manatee County on 29 of April 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Ratification Agreement to be executed this 29 day of April 2025.

For American Federation of State,

County and Municipal (AFSCME):

Deanna Howell, President
AFSCME

Date: _____

For the School Board of Manatee County:

Dr. Jason Wysong, Superintendent
School District of Manatee County

Date: _____

AGENDA ITEM NO. 13.7

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies, Including New Board Policies, and Setting a Public Hearing at the Board Meeting on June 10, 2025 (General Fund)

Executive Summary
Policies to be updated include the following:

Bylaw 0100 – Definitions (Revised)
Bylaw 0131.1 – Technical Edits (Revised)
Policy 1430.03 – Sick Leave (Revised)
Policy 5112 – Entrance Requirements (Revised)
Policy 5330.04 – Administration of Short Acting Bronchodilators (New)
Policy 5335.02 – Diet Modifications and Food Allergies (Revised)
Policy 6111 – Internal Controls (Revised)
Policy 7510 – Use of District Facilities (Revised)
Policy 8405 – School Safety and Security (Revised)
Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)
Policy 8407 – Safe School Officers (Revised)
Policy 8500 – Food and Nutrition Services Program (Revised)
Policy 8510 – Nutrition and Wellness (Revised)

The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

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):

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
Approval of advertising a Notice of Intent to Amend School Board Policies and setting a Public Hearing at the Board Meeting on June 10, 2025 (General Fund).

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for the 2024-2025 school year.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:

Policies June 10 - Part One
Policies June 10 - Part Two.pdf

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on June 10, 2025

Bylaw 0100 – Definitions (Revised)

The revisions to Bylaw 0100 include modifications to various definitions.

Bylaw 0131.1 – Technical Edits (Revised)

The revisions to Bylaw 0131.1 include (1) new language specifying that technical corrections must be of a non-substantive nature, and (2) a new option regarding the process to implement technical corrections.

Policy 1430.03 – Sick Leave (Revised)

SDMC policy revisions.

Policy 5112 – Entrance Requirements (Revised)

This policy has been revised to require written verification of satisfactory completion of "an appropriate kindergarten program" as opposed to "public or non-public school." Language stating that "home education is not an option" has been removed from the policy as it is not supported by current statutory provisions.

Policy 5330.04 – Administration of Short Acting Bronchodilators (New)

HB 883 modified F.S. 1002.20 (K-12 Student and Parent Rights) to include several new provisions related to short-acting bronchodilators (the bill changed the term "metered dose inhaler" to "short-acting bronchodilator").

Policy 5335.02 – Diet Modifications and Food Allergies (Revised)

SDMC policy revisions.

Policy 6111 – Internal Controls (Revised)

Revisions based on recent Office of Management & Budget updates.

Policy 7510 – Use of District Facilities (Revised)

SDMC policy revisions.

Policy 8405 – School Safety and Security (Revised)

Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)

The revisions to Policy 8405 and 8406 incorporate amendments to F.A.C. Rule 6A-1.0018.

Policy 8407 – Safe School Officers (Revised)

The primary revisions to Policy 8407 include technical changes to terminology and an updated reference to "The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program" (F.S. 30.15).

Policy 8500 – Food and Nutrition Services Program (Revised)

Policy 8510 – Nutrition and Wellness (Revised)

SDMC policy revisions based on USDA updates.

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of DEFINITIONS
Code	po0100 fsj 2/6/24
Status	
Adopted	November 9, 2016
Last Revised	January 25, 2022

0100 - **DEFINITIONS**

Whenever the following items are used in these bylaws and policies, they shall have the meaning set forth below:

Administrative Procedures

A written statement, based on policy which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

~~**Agreement**~~

~~A collectively-negotiated contract with a recognized bargaining unit.~~

Anti-Semitism

A certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities. Anti-Semitism is treated identically to discrimination motivated by race. Examples of acts considered anti-Semitism are set forth in F.S. 1000.05.

Apps and Web Services

Apps and web services are software (i.e., computer programs) that support the interaction of wireless communication devices over a network, or client-server applications in which the user interface runs in a web browser. Apps and web services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and web services also are used to facilitate communication to, from, and among and between staff, students, parents, Board members, and/or other stakeholders and members of the community.

Board

The School Board of Manatee County.

Bylaw

Policy of the Board for its own governance.

Chair~~**Chairman**~~

The presiding officer of the Board. (See Bylaw 0163)

Collective Bargaining Agreement (CBA)

A collectively negotiated contract with a recognized bargaining unit.

District

The School District. When referencing the local School District, School District will be capitalized.

District-Based Noninstructional Administrators

Included in this classification are persons with District-level administrative or policymaking duties who have broad authority for the management of policies and general School District operations related to the noninstructional program. Such personnel often report directly to the Superintendent and supervise other administrative employees. This classification includes assistant, associate, or deputy superintendents and directors of major noninstructional areas, such as personnel, construction, facilities, transportation, data processing, and finance. (F.S. 1012.01(3)(b))

Due Process

The safeguards to which a person is entitled in order to protect his/her rights.

Eligible Student

A student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines information resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, websites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting, or retrieving electronic communications.

Instructional Materials

Means items having intellectual content that by design serve as a major tool for assisting in the instruction of a subject or course. These items may consist of hardbacked or softbacked textbooks, electronic content, handouts, workbooks and worksheets, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software.

Major Tangible Personal School Property

Means any tangible personal property, of a nonconsumable nature, owned by the Board which has a capitalized value equal to or greater than the value defined in Florida statute and a normal life expectancy of one (1) year or more. (F.S. 274)

May

Is used when an action by the Board or its designee is permitted but not required.

Meeting

Is any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body. All meetings shall comply with Florida laws (Sunshine Law).

Minor Tangible Personal School Property

Those items which are tangible, of a nonconsumable nature, with a life expectancy of one (1) year or more and with a value less than that amount defined in Florida statute. (F.S. 274)

Parent

Means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent (F.S. 1000.21). Both parents will be considered to have equal rights unless a court of law decrees otherwise.

Policy

A general, written statement by the Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

Principal

The principal shall be the administrative and supervisory head of the school to which assigned by the Board and shall be responsible for the enforcement of all Board regulations and Florida State statutes which pertain to the office. In policy, "Principal" or "principal" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law or Board policy. F.S. 1001.41, 1212.28

Property

All buildings, grounds, and other real or personal school property belonging to, held by, or used by the Board shall be termed to be school property.

Real Property

That portion which is used as a site or school plant for purposes of carrying out the school program. This includes any equipment which is permanently attached to or is an integral part of the building or site.

Rule

A statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedures or practice requirements of the District. As used in this document, the term "rule" and "policy" shall have the same definition.

School Property Custodian

The custodian of school property is the person to whom responsibility for the custody of property under his/her control has been delegated by the Superintendent or the Board. This is not to be confused with the building custodian who is responsible for cleaning and maintaining the building and grounds.

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consist of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

As a Constitutional Officer under the Florida Constitution, the Superintendent is the chief executive officer of the School District. In policy, "Superintendent" or "superintendent" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law.

Textbook

This word is used to describe the learning material duly adopted and required as standard work for the study of a particular subject. It may be bound and printed with a hard or soft cover, or it may be electronic, e.g., computer software, interactive videodisc, magnetic media, CD ROM, computer courseware, on-line service, electronic medium, or other means of conveying information.

Vice-Chair~~man~~

The Vice-Chair~~man~~ of the Board.

Work Session or Work Shop

A meeting called by the Board Chairman, Superintendent, or a majority of the Board for the purpose of exploring matters that constitute the business of the District.

Statutory and Code of Notations - **A.** Citations to Florida statute are noted as F.S. **B.** Citations to the rules of the State Board of Education are noted as F.A.C. (Florida Administrative Code) **C.** Citations to the Federal Register are noted as F.R. **D.** Citations to the Code of Federal Regulations are noted as C.F.R. **E.** Citations to the United States Code are noted as U.S.C.

Revised 8/11/20
Revised 1/25/22

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Legal

F.S. 274

F.S. 1000.05

F.S. 1001.21

F.S. 1001.41

F.S. 1003.21

F.S. 1012.01(3)(b)

F.S. 1012.28

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of TECHNICAL EDITS
Code	po0131.1 fsj 2/6/25 Consent Agenda
Status	
Adopted	November 9, 2016

0131.1 - **TECHNICAL EDITS**

Periodically it may be deemed necessary to make technical edits to policies that have already been adopted through normal procedures. These technical edits may include consolidation of sections; transfer of sections; combining or dividing sections; renumbering subsections, sections, chapters and titles; edits or additions for grammatical or typographical errors; and/or alterations and omissions

not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole, and are of a non-substantive nature.

[x] The Superintendent is authorized to identify and undertake technical corrections as identified above found in the policies and regulations. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it will utilize the normal policy adoption procedure in Policy 0131 - *Legislative/Policymaking* to adopt the amendments to the policy or regulation.

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Legal F.S. 11.242

1430.03 - **SICK LEAVE**

Administrators who are appointed to work half-time or more shall earn one (1) day of paid sick leave for each full month of employment. Earned sick leave shall be pro-rated in proportion to the number of hours employed per day. Sick leave may not be used before it is earned and credited.

A. **Accrual**

1. Four (4) days of earned sick leave credit shall be annually advanced at the end of the first month of employment of each contract year, and one (1) day of sick leave will be advanced at the end of each successive month of employment. However, each employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.

2. An employee who is in an active pay status, including leave with pay, shall earn sick leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.

3. If the employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the School Board may withhold the average daily amount for the days of sick leave used but unearned by the employee.

4. Sick leave shall be cumulative from year to year.

B. **Use**

1. An employee taking sick leave shall notify the appropriate supervisor and file a certificate of absence before beginning the leave, if possible. In an emergency, the certificate of absence may be filed immediately following return to duty.

2. Sick leave shall be in increments of one-half (1/2) or full days, and may be taken for the following reasons:

    a. when the employee is unable to perform his/her duty in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her work;

    b. for the illness or death of the employee's spouse, child, father, mother, brother, sister, other close relative, or member of the employee's own household;

    c. as personal leave with pay for up to six (6) days per fiscal year; and

    d. for the maternity or paternity of the employee or the employee's spouse, child, other close relative, or member of the employee's own household.

C. **Transfer**

1. <u>From Other Public Schools</u>

    Sick leave may not be transferred from other public schools in Florida funded through the Florida Education Finance Program, except as approved by the Board.

2. <u>From Department of Children and Family Services (DCF)</u>

    Educational personnel in DCF residential care facilities who are employed by the Board under the provisions of F.S. 402.22(1)(d) may request, and the Board shall accept, a lump sum transfer of accumulated sick leave for such person employed by the Board in a position that is eligible to accrue sick leave under policies of the Board.

3. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61(2)(e)1)

~~4. To Other Board Employees~~

~~An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein. The authorizing employee must retain at least five (5) days of sick leave, as of the time of donation under this policy.~~

~~The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed.~~

~~The recipient must anticipate the need for at least three (3) days of sick leave in order to receive transfers under this policy.~~

~~Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.~~

~~The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.~~

~~Donated sick leave shall have no value for terminal pay.~~

~~(F.S. 1012.61(2)(e)2)~~

D. **Terminal**

1. Leave Accumulated While Employed by the District (Sick Leave not Transferred in from Prior Employment Outside the District)

The terminal sick leave benefit shall be provided in a manner consistent with Florida Statutes for all employees as defined by Florida Retirement System (FRS) rules at the time of the employee's retirement.

If a retiree who has previously received terminal pay benefits returns to active employment, they are not eligible for additional terminal pay benefits.

General provisions: Only those sick days earned during employment with the Board shall be used to calculate terminal pay benefits.

2. Benefits upon Normal or Early Retirement

Employees shall be eligible for terminal sick pay benefits at the time of their retirement from the Board, if they elect to take normal or early retirement as defined by FRS rules at the time of their retirement. Benefits will be paid in accordance with the following criteria:

a. Beginning year twenty-six (26) and thereafter, the daily rate of pay multiplied by 100% times the number of days of sick leave accumulated.

b. Beginning year sixteen (16) through completion of year twenty-five (25) the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of sick leave accumulated.

c. From zero (0) year to the completion of the 15th year of service in Manatee County, the daily rate of pay multiplied by fifty (50%) times the number of days of sick leave accumulated.

The employee's average base salary rate over the last five (5) years of employment with the School District will be used to calculate terminal pay benefits.

Revised 7/24/18
Revised 8/11/20
Revised 11/14/23

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Legal

F.S. 112.08

F.S. 112.21

F.S. 120.54

F.S. 402.22

F.S. 1001.41

F.S. 1001.42(5)

F.S. 1001.43(11)

F.S. 1012.22

F.S. 1012.23

F.S. 1012.61

F.S. 1012.62

F.S. 1012.66

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of ENTRANCE REQUIREMENTS
Code	po5112 fsj 2/7/25
Status	
Adopted	October 23, 2018
Last Revised	July 27, 2021

5112 - **ENTRANCE REQUIREMENTS**

The School Board hereby establishes entrance age requirements for students which are consistent with statute and sound educational practice and requires the equitable treatment of all eligible children.

Pursuant to State law, all children who have attained the age of six (6) years or who will have attained the age of six (6) years by February 1st of any school year or who are older than six (6) years of age but who have not attained the age of sixteen (16) years, except as otherwise provided in Florida statute, are required to attend school regularly during the entire school term. Further, all children enrolling in a District school shall meet the immunization requirements set forth in F.S. 1003.22, as well as provide evidence of a physical exam as required by State law.

The Ssuperintendent may require evidence of the age of any child who seeks to enroll in the District or who the Ssuperintendent believes to be within the limits of compulsory attendance as provided by law; however, the Ssuperintendent will not require evidence from any child who meets regular attendance requirements by attending any of the following schools or programs:

A. a parochial, religious, or denominational school;

B. a private school supported in whole or in part by tuition charges or by endowments or gifts;

C. a home education program that meets the requirements of F.S. Chapter 1002; or

D. a private tutoring program that meets the requirements of F.S. Chapter 1002.

In addition, consistent with rules adopted by the State Board of Education, children with disabilities who have attained the age of three (3) years shall be eligible for admission to the District's special education programs and for related services. Children with disabilities younger than three (3) years of age who are deaf or hard of hearing, visually impaired, dual sensory impaired, orthopedically impaired, other health impaired, who have experienced traumatic brain injury, who have autism spectrum disorder, established conditions, or who exhibit developmental delays or intellectual disabilities may be eligible for special programs and may receive services in accordance with rules of the State Board of Education. The identification of established conditions for children birth through two (2) years of age and developmental delays for children birth through five (5) years of age shall be in accordance rules adopted by the State Board of Education.

Further, as required by F.S. 1003.22 and Policy 5320, Immunizations all children enrolling in a District school shall meet the immunization requirements set forth in State law, as well as provide evidence of a physical exam as required by State law.

Kindergarten

Children entering kindergarten in this District for the first time must comply with F.S. 1003.21 regarding entry age. A child must be five (5) years old on or before September 1st, in order to meet the Florida age requirement for kindergarten. A child under age six (6) who is enrolled in kindergarten will be considered of compulsory school age.

First Grade

Children entering first grade in this District for the first time must comply with F.S. 1003.21. Any child who has attained the age of six (6) years on or before September 1st of the school year and who has been enrolled in a public school or who has attained the age of six (6) years on or before September 1st and has satisfactorily completed the requirements for kindergarten in a non-public school, or who otherwise meets the criteria for admission or transfer in a manner similar to that applicable to other grades, shall progress according to the District's student progression plan.

Students transferring to first grade from a kindergarten program other than the one offered by the District will need written verification of satisfactory completion of an appropriate kindergarten ~~from the public or non-public school attended. Home education is not an option~~program. Verification forms are available at each elementary school.

Initial Entry

A. Children entering the District for the first time must comply with F.S. 1003.21 and with the District's Student Progression Plan. Students must have an immunization record on file at the school. Any student who does not have the proper immunization shall be temporarily excluded from attendance until compliance has been documented.

B. Each child who is entitled to admittance to kindergarten or is entitled to any other initial entrance into a public school in the District must have a certification of a school-entry health examination performed within one (1) year before enrollment in school. Students transferring into the District from a school within the State of Florida who have completed physical examination form as part of their school record need not be re-examined. Examinations taken out-of-state may be accepted if performed within one (1) year of entry and include documentation and reported on the official forms of the physician. A student shall have up to thirty (30) school days to present a certification of a school-entry health examination. Children and youths who are experiencing homelessness and children who are known to the Department, as defined in F.S. 39.0016, shall be given a temporary exemption for thirty (30) school days. The school health services plan shall contain provisions to assist students in obtaining the health examinations.

C. A child may be exempt from the required health examination and/or immunization upon written request of the parent or guardian of such child stating objection to examination and/or immunization on religious grounds or for medical reasons certified by a competent medical authority.

D. Any student and/or his/her parent(s) who enters the District for the first time must disclose the following information at the time of enrollment:

1. prior school expulsions;
2. arrests resulting in a charge;
3. juvenile justice actions; and
4. any corresponding referrals to mental health services. by a school district that the student previously attended.

Any student who discloses any of the above-referenced matters is subject to the provisions of the Code of Student Conduct, Policy 5500, and Policy 5610 relating to disciplinary placement and/or assignment of students.

Verification of Residence

Verification of a parent or guardian's residence shall be required at the time the child registers in a District school. Verification of residence may also be required at any other time at the discretion of the Superintendent or designee.

A student whose parent is transferred or is pending transfer to a military installation within the State while on active military duty pursuant to an official military order shall be considered a resident of the District for purposes of enrollment when the order is submitted to the District.

Notification of in Loco Parentis

In cases in which a student is temporarily not residing with his/her parents or legal guardian for a short period of time, the parent or legal guardian of the student shall designate in writing that adult person with whom the student resides who stands in loco parentis to the student in order for him/her to be admitted or continue in school. This statement shall be notarized and presented to the principal.

Revised 8/13/19
Revised 7/27/21

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Legal	F.S. 1003.01
	F.S. 1003.05
	F.S. 1003.21
	F.S. 1003.22
	F.S. 1006.07
	F.A.C. 6A-1.0985

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of New Policy - Vol. 25, No. 1, June 2024 - ADMINISTRATION OF SHORT-ACTING BRONCHODILATORS AND COMPONENTS BY TRAINED SCHOOL PERSONNEL
Code	po5330.04 NEW Policy Manatee has another policy with this number.. Production will need to change that number
Status	
Adopted	December 10, 2019

New Policy - Vol. 25, No. 1

5330.04 - **ADMINISTRATION OF SHORT-ACTING BRONCHODILATORS AND COMPONENTS BY TRAINED SCHOOL PERSONNEL**

The School Board authorizes the Superintendent to adopt a protocol developed by a licensed physician under F.S. Chapter 458 or Chapter 459 for the administration of short-acting bronchodilators or components by school personnel who are trained to recognize symptoms of respiratory distress and to administer a short-acting bronchodilator or components.

Definitions

A. "Administer" means to give or directly apply a short-acting bronchodilator or components to a student.

B. "Asthma" means a chronic lung disease that inflames and narrows the airways, which can manifest as wheezing, chest tightness, shortness of breath, and coughing.

C. "Authorized health care practitioner" means a physician licensed under F.S. Chapter 458 or Chapter 459, a physician assistant licensed under F.S. Chapter 458 or Chapter 459, or an advanced practice registered nurse licensed under F.S. Chapter 464.

D. "Components" means devices used as part of clinically recommended use of short-acting bronchodilators, which may include spacers, valved holding chambers, or nebulizers.

E. "Respiratory distress" refers to an individual experiencing difficulty breathing, which can be caused by a multitude of medical factors, including chronic diseases such as asthma.

F. "Short-acting bronchodilator" means a beta-2 agonist, such as albuterol, used for the quick relief of asthma symptoms and recommended by the National Heart, Lung, and Blood Institute's National Asthma Education and Prevention Program Guidelines for the Treatment of Asthma. These bronchodilators may include an orally inhaled medication that contains a premeasured single dose of albuterol or albuterol sulfate delivered by a nebulizer or compressor device or by a pressured metered-dose inhaler used to treat respiratory distress, including, but not limited to, wheezing, shortness of breath, and difficulty breathing, or another dosage of a short-acting bronchodilator recommended in the Guidelines for the Treatment of Asthma.

Authorized Health Care Practitioner Prescription

Pursuant to State law, an authorized health care practitioner may prescribe short-acting bronchodilators and components in the name of a public school for use in accordance with F.S. 1002.20 and a licensed pharmacist may dispense short-acting bronchodilators and components pursuant to a prescription issued in the name of a public school for use in accordance with F.S. 1002.20.

Protocol for Administration of Short-Acting Broncholidators or Components

The District shall adopt and follow a protocol developed by a physician licensed under F.S. Chapter 458 or Chapter 459 for the administration of short-acting bronchodilators or components by school personnel who are trained to recognize symptoms of respiratory distress and to administer a short-acting bronchodilator or components.

The protocol shall include guidance for administering short-acting bronchodilators or components in instances of respiratory distress for a student with a known diagnosis of asthma and if approved by the District for students with no known diagnosis of asthma. The District shall make available to school personnel guidance for such administration.

A school nurse or trained school personnel shall only administer short-acting bronchodilators and components to students if they have successfully completed training and believe in good faith that the student is experiencing respiratory distress, regardless of whether the student has a prescription for a short-acting bronchodilator and components or has previously been diagnosed with asthma.

The District shall provide written notice to the parent of each student enrolled in the District of the District's adopted protocol.

School principals must obtain prior written permission from the parent or guardian to administer a short-acting bronchodilator or components to a student. If parental consent is not on file with the District, District personnel should contact 911 in the case of an emergency.

Acquisition and Storage of Short-Acting Bronchodilators and Components

School principals may request and be granted permission by the Superintendent to acquire and stock a supply of short-acting bronchodilators and components from a wholesale distributor as defined in F.S. 499.003 or the District may enter into an arrangement with a wholesale distributor or manufacturer as defined in F.S. 499.003 for short-acting bronchodilators and components at fair-market, free, or reduced prices pursuant to a prescription issued in accordance with this policy and F.S. 1002.20. The short-acting bronchodilators and components must be maintained in a secure location on a school's premises.

School principals may accept with permission granted by the Superintendent short-acting bronchodilators and components as a donation or transfer if they are new, unexpired, manufacturer-sealed, not subject to recall, unadulterated, and in compliance with relevant regulations adopted by the United States Food and Drug Administration.

The supply of short-acting bronchodilators and components may be provided to and used by a trained school personnel member or a student authorized to self-administer a short-acting bronchodilator and components.

A school nurse or school personnel trained in the administration of short-acting bronchodilator and components who administers or attempts to administer a short-acting bronchodilator or components in compliance with this policy, F.S. 768.13, and F.S. 1002.20, and the District (if it employs the school nurse or the trained school personnel) are immune from civil or criminal liability as a result of such administration or attempted administration of a short-acting bronchodilator or components.

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Legal F.S. 1002.20

Book	Policy Manual
Section	5000 Students
Title	~~DIET~~ MEAL MODIFICATIONS AND FOOD ALLERGIES
Code	po5335.02
Status	Active
Adopted	June 27, 2017
Last Revised	August 11, 2020

5335.02 - ~~DIET~~ MEAL MODIFICATIONS AND FOOD ALLERGIES

The School Board recognizes that some students need dietary modifications. The School Board authorizes the Superintendent to establish procedures for the management of severe life-threatening allergies.

Students with a food allergy classified as a disability under Section 504 of the Rehabilitation Act or Part B of IDEA (Individuals with Disabilities Education Act) are entitled to receive appropriate substitutions of food items when the allergen could result in severe, life-threatening (anaphylactic) reaction.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students who are certified by a licensed physician to have a disability which restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. 15(b)(3). To qualify for such substitutions the medical certification must identify:

A. the student's disability and the major life activity affected by the disability;

B. an explanation of why the disability affects the student's diet; and

C. the food(s) to be omitted from the student's diet, and the food or choice of foods that are suggested substitutions.

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

A. the ~~medical or~~ dietary need that restricts the student's diet; and

B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

The parent shall contact the school nurse to obtain the appropriate form required to document the need for a ~~dietary~~ meal modification, provide verification from a licensed health care provider, and request the substitution of food items.

PROCEDURES

Food Allergies

A. Protocols listed below will be applied to all schools.

~~1. At all schools, accommodations for students with peanut or tree nut allergies will be managed individually after considering parent requests and physician orders along with suggestions from school administration, Food and Nutrition Services, and Student Health Services.~~

~~2.~~1. P~~When p~~arents should notify the school nurse of any food allergies or needed meal modifications ~~of~~ their child has.~~d, the school nurse and the cafeteria manager must be informed.~~ Although physician documentation will be requested, the school nurse will accept written documentation from the parent if the food item(s) are just to be omitted. ~~using the Food Allergy Information Form.~~ DPhysician documentation from a medical authority will be required if a substitution for a food item(s) is ~~required~~ requested. ~~((~~Meal Modification Form)~~Diet Order From).~~ The clinic will maintain copies of this documentation.

~~3.~~2. If a student is to receive any medications at school for allergies, parents will provide signed and dated physician orders (Allergy Medical Management Plan or the Medication Authorization Form) to the school nurse at the beginning of each school year.

3. The food service manager will be included in meetings that involve food allergens at the start of every school year. The manager must initiate a meeting with the school nurse on a monthly basis to obtain new or changed information regarding student allergies.

4. Food service managers will enter appropriate student allergy information into the point of sale database to inform all food service personnel of food allergies. Students' meals will be checked for allergens by the cashier. The food service manager and staff will make appropriate modifications for meals served to students with food allergies. A dietitian is available to assist in managing modifications.

5. Schools that are classified as Community Eligibility schools are not required by law to ask for students' names during meal service. Students will not be

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identified by name at the breakfast meal service. A letter will be sent home notifying parents and students of this policy at the beginning of the school year. Signs will also be posted to remind students to state if they have any food allergies to cafeteria staff.

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4.6. A list of food allergensfood items and the major allergens used as ingredients in those items ~~and their commonly used names as well as a list of purchased products containing potential food allergens~~ will be available through the Food and Nutrition Services Department, web site, www.manateeschoolfood.net. Menu items and the major allergens are also available on Food and Nutrition Services customer portal.

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7. Food service personnel will follow strict cleaning and sanitation protocols to avoid cross contamination of food allergens.

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~~The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.~~

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8. School menus are available on the School District Food and Nutrition Services website for parent review. If requested, the dietitian will review menus with parents to determine whatt, if any, menu items need to be substituted based on the Meal Modification Form.

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6. ~~If the child has a potentially life-threatening allergy, the parent, teacher, principal, food service manager, and the nurse will meet to discuss physician orders and necessary actions as~~ documented on the Food Allergy Information Form. Additional actions taken to reduce the risk of exposure ~~in the school setting must be documented in a physician's order.~~At all schools, ~~accommodations for students with peanut or tree nut allergies will be managed individually after considering parent requests and physician orders along with suggestions from school administration, Food and Nutrition Services, and Student Health Services.~~

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~~7.~~ The school nurse will train clinic staff and selected other non-medical staff to administer medications and epi-pen (according to physician orders).

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~~8. The food service manager will make appropriate modifications for meals served~~ to students with food allergies. A dietitian is available to assist in managing ~~modifications. A physician's order is required for food "substitutions". Food~~ service managers will enter appropriate student allergy information into the ~~computer system under manager alert to inform all food service personnel of~~ food allergy.

9. Schools that are classified as community eligibility schools are not required by law to ask for student's names during meal service. Students will not be identified by name at the breakfast meal service. A letter will be sent home

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notifying parents and students of this policy at the beginning of the school year. Signs will also be posted to remind students to state if they have any food allergies to cafeteria staff.

10. Copies of student's specific information will be given to the student's teachers and a copy will also be kept in the teacher's substitute notebook.

11. 10.

~~12.~~ 11. Teachers will not use products with known food allergens for classroom activities such as crafts, occupational therapy exercises, or projects. (For example, if a child has a peanut allergy, the teacher will not use peanuts, tree nuts, or peanut butter.)

~~13.~~ 12. Students are discouraged from sharing foods at lunch or other classroom events.

13. The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.

14. Allergy medications (i.e. epi-pens) and staff trained in the administration for these medications will accompany the student on all field trips.

15. Staff will have cell phones or other communication devices on all field trips should emergency medical services need to be called.

15. 16. Only food from commercially prepared state approved food establishments are provided to students. ~~Health department regulations do not permit homemade baked goods in schools. These establishments will provide the required food labels. Health department regulations do not permit homemade food in schools unless specifically for the child of the parent bringing it in.~~

B. Other risk reduction activities that may be considered after reviewing physician orders and the severity of the student's allergy to peanuts and tree nuts or other food allergens include:

1. Accommodations and a prevention plan for students with peanut or tree nut ~~allergies~~with potentially life-threatening allergy will be managed individually after considering parent requests and physician orders along with suggestions from the core team of school administration, Food and Nutrition Services, and Student Health Services.

~~1.~~ 2. Teachers will encourage hand washing before and after eating.

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2.3. An "~~peanut and tree nut free~~Allergy Aware" table will be established in the cafeteria.

3.4. Lunch tables will be cleaned thoroughly by custodial/cafeteria staff or student volunteers prior to meal consumption and immediately after each lunch session to avoid contamination of possible peanut, tree nut, or other residue.

~~4.1. The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.~~

~~5. School menus are available on the School District Food and Nutrition Services website for parent review. If requested, the dietitian will review menus with parents to determine what if any, menu items need to be substituted.~~

~~6.~~ Communications may~~can~~ be sent to the home of all students in a classroom requesting that parents do not send peanut, tree nuts, or other products to school with their child if deemed necessary by school administration.

~~7.~~5. ~~Only food from commercially prepared state approved food establishments are provided to students. Health department regulations do not permit homemade baked goods in schools. These establishments will provide the required food~~ labels.

~~8.~~6. Parents will be informed of parties and other events where food will be served. Parents are encouraged to attend these events and monitor which foods are consumed by their child.

   a. If this is not possible, parents are encouraged to send in substitute "party" food for their child. It is the parent's responsibility to communicate with the school/teacher about accommodations for food served during classroom parties.
   b. Food service will distribute a list of non-food classroom party alternatives to teachers.

9.7. Teachers are discouraged from using food as rewards in class. Other items or activities can be used as rewards. Food service will distribute a list of non-food reward ideas to teachers.

10.8. ~~If at all possible~~To the extent practicable, the classroom of the child with a severe allergy should not be used for after school activities~~, or shelter events~~.

~~11.~~9. Classroom pet food cannot contain~~s~~ nuts.

~~12.~~ The policy of "no eating" on school buses will be reinforced. Bus drivers will be trained in risk reduction procedures, recognition of allergic reactions, and emergency procedures.

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~~13.~~10. ~~Parents are strongly encouraged to provide a medical alert bracelet for the child with life-threatening allergies.~~

C. Communication and Awareness

1. Family's Responsibility

a. Notify the school nurse of the child's allergies.

b. Work with the school team to develop a plan that accommodates the child's needs throughout the school including in the classroom, in the cafeteria, in after-care programs, during school-sponsored activities, and on the school bus.

c. Provide written medical documentation, instructions, and medications as directed by a physician, using the allergy management form as a guide. Include a photo of the child on written form.

d. Provide properly labeled medications and replace medications after use or upon expiration.

e. Educate the child in the age appropriate self-management of their food allergy including:

1. safe and unsafe foods

2. strategies for avoiding exposure to unsafe foods

3. symptoms of allergic reactions

4. how and when to tell an adult they may be having an allergy-related problem

5. how to read food labels (age appropriate)

f. Review policies/procedures with the school staff, the child's physician, and the child (if appropriate) after a reaction has occurred.

g. Provide up to date emergency contact information.

g.h. Parents are strongly encouraged to provide a medical alert bracelet for the child with life-threatening allergies.

2. School's Responsibility

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a. Review the health records submitted by parents and physicians.

b. Include food-allergic students in school activities. Students should not be excluded from school activities based on their food allergy.

c. Identify a core team of, but not limited to, school nurse, teacher, principal, school food service manager, food service dietitian~~and nutrition~~ manager/director, and counselor (if available) to work with parents and the student (age appropriate) to establish a prevention plan. Changes to the prevention plan to promote food allergy management should be made with core team participation.

d. Assure that staff who interact with the student on a regular basis understands food allergy, can recognize symptoms, knows what to do in an emergency, and works with other school staff to eliminate the use of food allergens in the allergic student's meals, educational tools, arts and crafts projects, or incentives.

e. Coordinate with the school nurse to be sure medications are appropriately stored. However, students should be allowed to carry their own epinephrine, if age appropriate, after approval and documentation from the student's physician, parent, and school nurse.

f. Designate school personnel who are properly trained to administer medications.

g. Be prepared to handle a reaction and ensure that there is a staff member available who is properly trained to administer medications during the school day regardless of time or location.

h. Review policies/prevention plan with the core team members, parents/guardians, student (age appropriate), and physician after a reaction has occurred.

i. Work with the District transportation administrator to assure that school bus driver training includes symptom awareness and what to do if a reaction occurs.

j. Enforce a "no eating" policy on school buses with exceptions made only to accommodate special needs of other students. Discuss appropriate management of food allergy with family.

k. Discuss field trips with the family of the food-allergic child to decide appropriate strategies for managing the food allergy.

l. Take threats or harassment against an allergic child seriously.

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3. Student's Responsibility

a. Should not trade food with others.

b. Should not eat anything with unknown ingredients or known to contain any allergen.

c. Should be proactive in the care and management of their food allergies and reactions based on their developmental level.

d. Should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.

e. Wear medical identification tag or jewelry while in school if provided by the parent/guardian.

Food Texture Modification

Parents should notify the school nurse if the child requires food texture modification. Documentation from a medical authority will be required. (Meal Modification Form) The clinic will maintain copies of this documentation.

Procedural Rights for Parents and Guardians

The Procedural Safeguards process, codified at 7 CFR 15b, requires LEAs to provide notice and information to parents and guardians regarding how to request a reasonable modification and their procedural rights, which include the right to:

• File a grievance if they believe a violation has occurred regarding the request for a reasonable modification, Procedural Safeguards 6

• Receive a prompt and equitable resolution of the grievance,

• Request and participate in an impartial hearing to resolve their grievances,

• Be represented by counsel at the hearing,

• Examine the record, and

• Receive notice of the final decision and a procedure for review, i.e., right to appeal the hearing's decision.

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In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: Program Discrimination Complaint Form English [409.6 kB] , Program Discrimination Complaint Form Spanish [389.3 kB] and, Program Discrimination Complaint Form Haitian Creole [185.2 kB], from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov.

This institution is an equal opportunity provider.

Revised 8/11/20

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F.S. 120.81(1)(a)
F.S. 381.0056
F.S. 1001.32(2)
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
Section 504 of the Rehabilitation Act of 1973

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Title II of the Americans with Disabilities Act
Individuals with Disabilities Education Act
7 C.F.R. Part 15b
§

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of INTERNAL CONTROLS
Code	po6111 fsj 2/16/25 UGG EDGAR
Status	
Adopted	June 27, 2017

6111 - **INTERNAL CONTROLS**

The Superintendent shall establish, document, and maintain effective internal controls over Federal awards that provide reasonable assurance that the District is managing all awards in compliance with the U.S. Constitution, ~~applicable~~ statutes, regulations, and the terms and conditions of the awards. The District will have a process that provides reasonable assurance regarding the achievement of the following objectives:

A. effectiveness and efficiency of operations

B. reliability of reporting for internal and external use

C. compliance with applicable laws and regulations

These internal controls should comply with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the compliance supplement. Finally, the District's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The District shall:

A. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award~~awards~~;
B. evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;

C. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

D. take reasonable cybersecurity and other measures to safeguard protected information including protected "personally identifiable information" (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the District considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.~~"personally identifiable information" (PII) and other information the awarding agency or pass-through entity designated as sensitive or the District considers sensitive consistent with applicable Federal, State, local, and tribal laws and District policies regarding privacy and obligations of confidentiality~~

   PII is defined at 2 C.F.R. 200.1~~200.79~~ as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual".

However, the definition of PII is not attached~~anchored~~ to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

2 C.F.R. 200.1

~~2 C.F.R. 200.61 61~~
~~2 C.F.R. 200.79~~

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Legal	2 C.F.R. 200.1
	2 C.F.R. 200.62
	2 C.F.R. 200.303

7510 - **USE OF DISTRICT FACILITIES**

The School Board believes that the grounds and facilities of this District should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools.

The Board may permit the use of District grounds and facilities when such permission has been requested in writing by a responsible organization or a group of citizens and has been approved by the Superintendent.

The use of District grounds and facilities shall not be granted for private social functions, to political organizations and/or political activities (as defined in Board Policies 1232, 3232, 4232), and/or any purpose which is prohibited by law or violates Board policies.

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Should all or any part of the District's community be struck by a disaster, the Board shall make District grounds and/or facilities available for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the Emergency Operations Center to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program.

The Superintendent shall develop administrative procedures for the granting of permission to use District facilities including a schedule of fees and security deposits ~~which, together with the costs used to determine such fees~~. Such procedures are to include the following:

A. Each user shall provide~~present~~ evidence of the purchase of organizational liability insurance from companies acceptable to School Board insuring the School Board to the limits prescribed by the District's administrative procedures naming the School Board as an additional insured .

B. Use of school equipment in conjunction with the use of school facilities must be requested specifically in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.

C. Users shall be liable financially for damage to the facilities and for proper chaperonage.

Users shall execute a hold harmless and indemnification agreement acceptable by District legal counsel. No liability shall attach to the School Board ~~is District~~, or any of its employees and officers, specifically as a consequence of permitting access to these facilities.

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F.S. 1013.10

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SCHOOL SAFETY AND SECURITY
Code	po8405 fsj 2/19/25 V25 N2
Status	
Adopted	June 27, 2017
Last Revised	July 30, 2024

8405 - **SCHOOL SAFETY AND SECURITY**

The School Board is committed to maintaining a safe, secure, and drug-free environment in all of the District's schools.

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The Superintendent, in conjunction with the School Safety Specialist, shall develop a *School Safety and Security Plan* with input from representatives of the local law enforcement agencies; the local Fire Marshall(s) or their designee(s); representative(s) from emergency medical services; commissioned school safety officers; and/or school guardians.

Included within the District's School Safety and Security Plan shall be a District Active Assailant Response Plan (DAARP). The DAARP shall include, at a minimum, procedures addressing the following:

A. security assessments;

B. roles and responsibilities of District personnel;

C. roles and responsibilities of Safe-School Officers (Policy 8407 - *Safe-School Officers*);

D. information sharing;

E. training of District personnel and exercises/drills, including training standards;

F. identification of Safe Spaces and Command Posts;

G. response to the threat of an active assailant, including the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back;

H. response to the presence of an active assailant on school grounds;

I. communication with law enforcement prior to and after law Enforcement arrives on school grounds;

J. responsibilities prior to law enforcement arrival;

K. responsibilities when law enforcement arrives on school grounds;

L. communication with the public; and

M. post-incident recovery.

The District will adopt its initial DAARP by October 1.

Further, by October 1st of each year, the Superintendent shall certify to the Office of Safe Schools and document in the Florida Safe Schools Assessment Tool that all school personnel has received annual training on the procedures contained in the District's DAARP.

School Safety Specialist

The Superintendent is responsible for designating the District's School Safety Specialist. The School Safety Specialist must be a school administrator employed by the District or a law enforcement officer employed by the Manatee County Sheriff's Office. Prior to appointing a law enforcement officer to serve as the School Safety Specialist, the Superintendent must verify that the law enforcement officer has met all statutory requirements and has been authorized and approved by the Manatee County Sheriff's Office to serve as the School Safety Specialist.

By August 1 of each year, the District will submit the School Safety Specialist's name, phone number, and email address to the Office of Safe Schools at SafeSchools@fldoe.org. The District will notify the Office of Safe Schools within one (1) school day whenever there is a change related to the contact information for the School Safety Specialist.

A. Training

Within thirty (30) calendar days of appointment, the District's School Safety Specialist must complete and thereafter maintain certificates of completion of the following online Federal Emergency Management Agency Independent Study courses: ~~Multi-Hazard Planning~~Preparedness for Childcare Providers; Introduction to the Incident Command System, ICS 100; Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship; Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters.

Within one (1) year of appointment, and annually thereafter, the District School Safety Specialist must earn a certificate of completion of school safety specialist training provided by the Office of Safe Schools.

The District's School Safety Specialist shall earn, or designate one (1) or more individuals to earn, certification as a youth mental health awareness and assistance trainer as set forth in F.S. 1012.584.

B. Responsibilities

The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District including at charter schools. The School Safety Specialist's responsibilities include, but are not limited to, the following:

1. reviewing at least annually District and charter school policies and procedures for compliance with Florida law and applicable rules, as provided by F.S. 1006.07 (6)(a)1., including the District's timely and accurate submission of school environmental safety incident reports to the Department pursuant to F.S. 1001.212;

   The School Safety Specialist is responsible for submitting all Board and District charter school policies and procedures pertaining to the health, safety, or welfare of students to the Office of Safe Schools by July 1 of each year.

2. providing necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security;

3. serving as the District liaison with local public safety agencies and national, State, and community agencies and organizations in matters of school safety and security;

4. conduct annually on or before October 1, in collaboration with the appropriate public safety agencies, a school security risk assessment at each District school using Florida Safe Schools Assessment Tool developed by the Office of Safe Schools;

   The District will report to FLDOE by October 15th of each year that all public schools within the District have completed the assessment using the Florida Safe Schools Assessment Tool. For purposes of this section, "public safety agencies" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

   The District will ensure the accuracy of current school listings within the Florida Safe Schools Assessment Tool application, including school name, address, and MSID number. The District will report to the Office of Safe Schools via e-mail within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of the District-provided information in the Florida Safe Schools Assessment

Tool.

5. coordinating with appropriate public safety agencies, as defined in F.S. 365.161, that are designated as first responders to a school's campus to conduct a tour of such campus once every three (3) years and to provide recommendations related to school safety. Completion of such tours and any recommendations must be documented in each school's security risk assessment within the Florida Safe Schools Assessment Tool;

   Any changes related to school safety, emergency issues, and recommendations provided by the public safety agencies will be considered as part of the recommendations by the School Safety Specialist to the Board.
6. providing a copy of any Florida School Safety Compliance Inspection Report prepared by OSS following an unannounced visit to the school principal or charter school administrator, as appropriate;
7. providing, or arranging for the provision of, youth mental health awareness and assistance training to all school personnel within the District as set forth in F.S. 1012.584, F.A.C. 6A-1.094120 and F.A.C. 6A-1.0018;

   By July 1st of each year, the Superintendent shall certify to the FLDOE, in a format determined by the FLDOE, that at least eighty percent (80%) of school personnel in elementary, middle, and high schools have received the training required under this paragraph.

   The training program shall include, but is not limited to, the following:

   a. an overview of mental illnesses and substance abuse disorders and the need to reduce the stigma of mental illness;

   b. information on the potential risk factors and warning signs of emotional disturbance, mental illness, or substance use disorders, including, but not limited to, depression, anxiety, psychosis, eating disorders, and self-injury, as well as common treatments for those conditions and how to assess those risks; and

   c. information on how to engage at-risk students with skills, resources, and knowledge required to assess the situation, and how to identify and encourage the student to use appropriate professional help and other support strategies, including, but not limited to, peer, social, or self-help care.

8. coordinating with charter schools to address charter school safety requirements as set forth under Florida law and F.A.C. 6A-1.0018;

   The School Safety Specialist must coordinate with charter school personnel to allow input access to the Florida Safe Schools Assessment Tool. Where input access is restricted to District personnel, the School Safety Specialist is responsible for gathering information from charter schools so that Florida Safe Schools Assessment Tool reporting requirements, including those for FortifyFL, threat management teams and active assailant response plans, include data from charter schools.

9. completing surveys provided by the Office of Safe Schools regarding Safe-School officer assignment;

10. investigating and responding to notices from the Office of Safe Schools containing suspected deficiencies at a District school and at or by a charter school.

C. Identification of and Corrections to Instances of Noncompliance with Florida Laws and Rules Relating to Safety

The School Safety Specialist is responsible for identifying and correcting instances of noncompliance with F.A.C. 6A-1.0018 or any other Florida laws or rules relating to safety at any District school. Such actions may include, but are not limited to, the following:

1. resolving deficiencies relating to Safe-School officer coverage by no later than the next school day;

2. notifying the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to Safe-School officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. The notification must contain particularized facts beyond noncompliance with rules or Florida Statutes that explain the imminent threat;

3. notifying the Office of Safe Schools within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days.

4. the School Safety Specialist shall identify any instances of noncompliance through their duties identified throughout this policy;

If the School Safety Specialist identifies, or is made aware of an instance of noncompliance by an employee, the School Safety Specialist shall investigate the alleged noncompliance and, if it is determined that there was an instance of noncompliance, the School Safety Specialist shall develop a written plan of correction no later than seven (7) days following their investigation. Alleged noncompliance that creates an imminent threat to the health, safety, or welfare of students or staff shall be addressed immediately and in accordance with subsections (1) through (3) above.

D. Response to Notice of Suspected Deficiency from the Office of Safe Schools

The School Safety Specialist is responsible for notifying the Superintendent immediately and no later than the same day of receipt of any notice of suspected deficiency the School Safety Specialist receives from the Office of Safe Schools.

When the notice of suspected deficiency concerns a failure to have a Safe-School officer established or assigned at each school facility, as required by F.S. 1006.12, the School Safety Specialist must respond in writing and verify to the Office of Safe Schools that the school(s) identified in the notice have a Safe-School officer on site by the next school day. In all other cases, the School Safety Specialist must respond in writing to the Office of Safe Schools within five (5) school days and verify that the District or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the District will bring the identified school(s) into compliance. The plan must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment.

Recommendations of the School Safety Specialist

Based on the findings of the school security risk assessment, the School Safety Specialist must provide recommendations to the Superintendent and Board which identify strategies and activities that the Board should implement in order to address the findings and improve school safety and security. The School Safety Specialist's report to the Board shall also include school safety recommendations made by public safety agencies. The Board will review the school security risk assessment findings and the recommendations of the School Safety Specialist at a publicly noticed Board meeting to provide the public an opportunity to hear the Board members discuss and take action. The *School Safety and Security Plan* is, however, confidential and is not subject to review or release as a public record.

The School Safety Specialist shall report the school security risk assessment findings and recommendations and the Board's action(s) to the Office of Safe Schools no later than thirty (30) days after the Board meeting and prior to November 1 of each year.

The School Safety Specialist shall also submit a best practices assessment in the Florida Safe Schools Assessment Tool.

As a part of the *School Safety and Security Plan*, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. safety and security best practices;

B. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

C. security procedures at school and while students are on the way to and from school;

D. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

E. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;

3. has consequences that are fair, and developmentally appropriate;

4. considers the student and the circumstances of the situation; and

5. is enforced accordingly.

Threat Management Coordinator

The Superintendent will designate a Threat Management Coordinator to oversee threat management at all public K-12 District schools, including charter schools sponsored by or under contract with the District, in accordance with the requirements set forth in Florida law and State Board of Education rules.

The Superintendent will report the name and contact information of the Threat Management Coordinator to the Office of Safe Schools by July 1, 2023. Any changes in the name and contact information of the Threat Management Coordinator will be updated with the Office of Safe Schools within one (1) school day of the change.

Mental Health Coordinator

The Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the District's primary point of contact regarding the District's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting. The mental health coordinator is responsible for:

A. Coordinating with the Office of Safe Schools, established pursuant to F.S. 1001.212.

B. Maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation under F.S. 1011.62(14).

C. Facilitating the implementation of District policies relating to the respective duties and responsibilities of the District, the Superintendent, and District Principals.

D. Coordinating with the School Safety Specialist on the staffing and training of threat managementteams and facilitating referrals to mental health services, as appropriate, for students and their families.

E. Coordinating with the School Safety Specialist on the training and resources for students and District staff relating to youth mental health awareness and assistance.

F. Reviewing annually the District's policies and procedures related to student mental health for compliance with Florida law and alignment with current best practices and make recommendations, as needed, for amending such policies and procedures to the Superintendent and the Board.

Safety and Security Best Practices

The Superintendent shall develop administrative procedures for the prevention of violence on school grounds, including the assessment and intervention with individuals whose behavior poses a threat to the safety of the school community.

The Board shall adopt, in coordination with local law enforcement agencies and local governments, a family reunification plan to reunite students and employees with their families in the event that a school is closed or unexpectedly evacuated due to a natural or man-made disaster. The reunification plan must be reviewed annually and updated, as applicable.

Persistently Dangerous Schools

The Board has set forth the rules with regard to expected behavior in Policy 5500 - Student Conduct and has established the consequences for violating the policy on student conduct in Policy 5600 - Student Discipline. The Board recognizes that not only Federal, but also State law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity, as well as those incidents that would be a Gun-Free Schools Act violation. It is further understood that the Florida Department of Education will then use the data for the offenses identified in the Department's Unsafe School Choice Option Policy to determine whether or not a school is considered "persistently dangerous".

Pursuant to the Board's stated intent to provide a safe school environment, school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State law, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, the Superintendent shall offer parents and eligible students the opportunity to transfer to another school within the District that serves the same grades. If there is another school within the District serving the same grades, the transfer shall be completed in a timely manner. If there is not another school within the District that serves the same grades, then parents and eligible students will be advised that, although Federal and State law provides for an opportunity to transfer, they will be unable to do so.

In addition, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school or public school academy in that district, the District will admit students from that school in accordance with Board Policy 5113.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State laws the parents or the eligible student shall be offered the opportunity to transfer to another school within the District that serves the same grades. If there is another school serving the same grades, the transfer shall be completed in a timely manner. If there is not another school serving the same grades, the parents or eligible student will be advised that, although they have the right to transfer, they will be unable to do so.

Threat Management Teams

The purpose of the threat management team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat management teams are responsible for the coordination of resources and assessment and intervention with students whose behavior may pose a threat to the safety of school staff or students.

Upon the availability of a State-wide behavioral threat management operational process developed pursuant to F.S. 1001.212, all threat management teams shall use the operational process.

Each school-based threat management team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat management teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

A. Location and Membership

1. Threat management teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement. All members of the threat management team must be involved in the threat assessment and threat management process and final decision-making. At least one (1) member of the threat management team must have a personal familiarity with the individual who is the subject of the threat assessment. If no member of the threat management team has such familiarity, an instructional personnel or administrative personnel who is personally familiar with the individual who is the subject of the threat assessment must consult with the threat management team for the purpose of assessing the threat. The instructional or administrative personnel who provides such consultation shall not participate in the decision-making process.

    a. The counseling team member must be a school-based mental health services provider who is able to access student mental health records.

    b. The law enforcement team member must be a sworn law enforcement officer, as defined by F.S. 943.10, including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal

Justice Information and Criminal History Record Information.

2. The Board authorizes the Superintendent to create procedures for the purpose of:

    a. identifying team participants by position and role;

    b. designating the individuals (by position) who are responsible for gathering and investigating information; and

    c. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

B. Responsibilities and Activities of Threat Assessment Teams

The responsibilities and activities of threat management teams include, but are not limited to, the following:

1. identification of individuals in the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self;

2. utilizing the Florida Model Instrument developed pursuant to F.S. 1001.212;

3. consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety;

4. consult with law enforcement when a student commits more than one (1) misdemeanor to determine if the act should be reported to law enforcement;

5. if a preliminary determination is made by the threat management team that a student poses a threat of violence or physical harm to himself/herself or others, the threat management team will report its determination to the Superintendent;

    The Superintendent shall immediately attempt to notify the student's parent or legal guardian. However, nothing in this paragraph shall preclude District personnel from acting immediately to address an imminent threat.

6. if a preliminary determination is made by the threat management team that a student poses a threat of violence to themselves or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information as pursuant to F.S. 985.04(1);

    Members of the threat management team may not disclose any criminal history record information obtained pursuant to this paragraph or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

7. create procedures related to engaging behavioral health crisis resources.

All reported threats, even those determined not to be a threat, must be documented by the threat management team. Documentation must include the evaluation process and any resultant action.

C. Sharing of Information

The District and other agencies and individuals that provide services to students experiencing, or at risk of, an emotional disturbance or a mental illness and any service or support provider contracting with such agencies may share with each other records or information that are confidential or exempt from disclosure under F.S. Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others.

D. Immediate Mental Health or Substance Abuse Crisis

If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat management team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention shall provide emergency intervention and assessment, make recommendations, and refer the student for

appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat management team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat management team of the receiving school independently determines the need for intervention services.

E. Threat Assessment Report

The threat management team shall prepare a threat assessment report required by the Florida-specific behavioral threat assessment instrument developed pursuant to F.S. 1001.212. A threat assessment report, all corresponding documentation, and any other information required by the Florida-specific behavioral threat assessment instrument in the threat management portal is an education record.

F. Behavior Threat Management Instrument Training

All threat management team members must be trained on the Florida Model Instrument in accordance with Florida law.

G. Office of Safe Schools Reporting

Each threat assessment team shall report quantitative data on its activities to the Office of Safe Schools, including all activities during the previous school year. The School Safety Specialist will report this information to the Office of Safe Schools.

Beginning in the 2022-2023 school year, the total number of threat assessments conducted, disaggregated by the total number of non-threats, the total number of transient threats, the number of substantive threats, and the sex, race, and grade level of all students assessed by the threat assessment team.

H. Threat Assessment Records

1. Transient or Substantive Threats

Threat assessments determined to be transient or substantive, as defined in F.A.C. 6A-1.0018, are Category B records and shall be maintained in a student's file as long as determined useful by a threat management team, pursuant to F.S. 1006.07 and F.A.C. 6A-1.0018.

2. Non-Threats

In order to protect students from stigma and unintended consequences, reported threats which are determined by a threat management team not to be a threat at all, meaning the threat does not rise to the level of transient or substantive, may be maintained by the threat management team, but must not be maintained in a student's file, unless one of the following conditions are met:

a. The parent of the student who was the subject of a non-threat finding requests that the record be retained in the student's file; or

b. The threat management team has made a determination that the non-threat finding must be retained in order to ensure the continued safety of the school community or to ensure the well-being of the student.

Such determination and reasoning for maintaining the record must be documented with the non-threat finding. Where such a determination is made, the threat assessment team must re-evaluate the decision on an annual basis to determine if the record is no longer useful. The student's age and length of time since the original assessment must be considered in those evaluations.

Referral to Mental Health Services

All school personnel who receive training pursuant to F.S. 1012.584 shall be notified of the mental health services that are available in the District.

School Environmental Safety Incident Reporting

The superintendent is responsible for ensuring the accurate and timely reporting of incidents related to school safety and discipline in accordance with Florida law and rules promulgated by FL DOE.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9) and will be timely notified of threats, unlawful acts, and significant emergencies pursuant to F.S. 1006.07 (4) and (7).

Student Crime Watch Program

The Board shall implement a Student Crime Watch Program to promote responsibility among students and improve school safety. Through a Board resolution, the Board will require each Principal to distribute information (including a reference to Policy 8406) at their respective schools notifying students and the community as to how they can anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

Promotion of School Safety Awareness

In furtherance of Policy 8406 (*Reports of Suspicious Activity and Potential Threats to Schools*), the Board shall promote the use of the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL") and the consequences of knowingly submitting false information on the District's website, in newsletters, on school campuses, and in school publications. FortifyFL shall also be installed on all mobile devices issued to students and bookmarked on all computer devices issued to students.

Records Related to Compliance with F.A.C. 6A-1.0018

The District and all school staff will retain records demonstrating that the requirements of F.A.C. 6A-1.008 are met and provide such records to the Office of Safe Schools upon request.

Revised 5/25/19
Revised 7/27/21
Revised 3/8/22
Revised 9/13/22
Revised 12/13/22
Revised 11/14/23
Revised 7/30/24

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F.S. 1001.212

F.S. 1006.07

F.S. 1006.13

F.S. 1006.1493

Office of Safe Schools School Security Risk Assessment Tool

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates (U.S. Secret Service and U.S. Department of Education)

F.A.C. 6A-1.0018

F.A.C. 6AER23-02

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 fsj 2/19/25 V25 N2
Status	
Adopted	August 11, 2020
Last Revised	October 22, 2024

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Manatee County Sheriff's Office, Bradenton Police Department, Palmetto Police Department or Holmes Beach Police Department;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL");

C. contacting the District's School Safety Specialist as follows:

1. in person at 1 Matzke Way Blvd #9, Bradenton, FL 34208;

2. via telephone at (941) 708-8800 ext 44071;

3. via email at safetyandsecurity@manateeschools.net;

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Chief of Safety & Security or his/her designee.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report involving school or school personnel's property, school transportation, or a school-sponsored activity. Instruction concerning consequences shall include disciplinary actions that may occur at school and possible criminal charges.

Annually, through procedures developed by the Superintendent, the District will make available a training for parents and guardians on the use of FortifyFL prior to the start of each school year or at the time of a student's enrollment if during the school year. The training will include an explanation of the potential consequences for anyone making a threat or false report concerning school or school personnel's property, school transportation, or a school-sponsored activity, including disciplinary actions that may occur at school and possible criminal charges. Information provided during the training concerning criminal charges shall include a summary of F.S. 790.162, 790.163, 836.10 and 837.05, and the penalties for violating those statutes.

Technical Correction 5/24/22

Revised 10/22/24

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Legal F.S. 119.07
F.S. 943.082
F.S. 1006.07
F.A.C. 6A-1.0018

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SAFE-SCHOOL OFFICERS
Code	po8407 fsj 2/19/25 V25 n2
Status	
Adopted	October 23, 2018
Last Revised	October 22, 2024

8407 - **SAFE-SCHOOL OFFICERS**

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more ~~safe-school officers~~Safe-School Officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians ~~(The Coach Aaron Feis Guardian Program)~~(The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program)

The Board utilizes school guardians pursuant to The Chris Hixon, Coach Aaron Feis , and Coach Scott Beigel Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after-school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after-school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

Revised 7/27/21
Revised 3/8/22
Revised 12/13/22
Revised 3/28/23
Revised 10/22/24

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Legal F.S. 30.15
F.S. 1006.12

F.A.C. 6A-1.0018

Book	Policy Manual
Section	8000 Operations
Title	FOOD AND NUTRITION SERVICES PROGRAM
Code	po8500
Status	Active
Adopted	June 27, 2017
Last Revised	May 25, 2019

8500 - **FOOD AND NUTRITION SERVICES PROGRAM**

The School Board shall, upon the recommendation of the Superintendent, employ the staff necessary to a food service program in each school in accordance with Federal and State laws, regulations, Board policies, and District procedure identified to achieve best practice. Procedure manuals will be revised annually to assure alignment with best practice and School District strategic plan. Those manuals are: Food and Nutrition Services Procedure ManualOperations, and HACCP (Hazard Analysis Critical Control Point)., and One Source An employee handbook will be provided to all employees annually.

The Food Services Program shall participate in the National School Lunch, Breakfast Programs, after-school snack, after-school meals (CACFP), and commodity foods and comply with all Federal and State regulations pertaining to the programs.

A. Food Service Program

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The District recognizes the importance of good nutrition to each student's educational performance.

B. Staffing

1. Administrative Responsibility

   The direct responsibility for supervision and administration of the food service program shall be delegated to the Director of Food and Nutrition Services who shall provide system-wide coordination and supervision directed toward the most efficient and nutritional operation at the lowest possible cost to the student.

2. Food Service Manager

   The Food Service Manager shall work under the direct supervision of the Food and Nutrition Services Department in accordance with Board policy, State law, and other applicable legal requirements.

3. Other Food Service Personnel

   Additional personnel shall be employed in accordance with established procedures and job classifications.

C. General Provisions

1. Training

   All Food and Nutrition Services Department employees must complete provided training in accordance with USDA Professional Standards policy.

2. Food Safety Training

   All Food and Nutrition Services management and supervisory staff will maintain ServSafe Certification from the National Restaurant Foundation.

3. Meal Charge Plan Policy

   Food and Nutrition Services Meal Charge Plan is available on the School District's website, the Food and Nutrition Services website, and is available from each school's front office. Schools will provide a copy of the plan when students are enrolled. ~~A copy of the Food and Nutrition Services Meal Charge Policy is mailed to all households annually. The policy can also be found on the School District's website and is available from each school's front office. Transfer students will receive a copy of the policy from the school when their child is enrolled.~~

4. Language and Disability Accommodations

   Language assistance and disability accommodations are available. Food and Nutrition Services will not require an individual with a disability to bring another individual to interpret for them. In case of emergency, accompanying adults may interpret or facilitate communication. We will consult with the individual with a communication disability to reach an agreement on the appropriate and effective auxiliary aid and service. A record of accommodation requests made to the Food and Nutrition Services department will be kept annually.

5. Meal Modifications for students with disabilities are available. Refer to District Meal Modifications and Food Allergies Policy 5335.02 for additional information.

4.

D. Cost of Meals

The food service program shall be operated on a nonprofit basis. The price of meals shall be set by the Board upon the recommendation of the Superintendent and shall be in compliance with USDA Healthy Hunger Free Kids Act, Paid Meal Equity

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requirements. Adults shall pay the Board-adopted adult sale price. Annually the district will reimburse the Non-profit Food Service Fund for only school meal debt deemed uncollectable, as defined by 2 CFR § 200.426.

E. Eligibility for Free or Reduced-Price Meals

It is the intent of the Board to participate in the National School Lunch and Breakfast Program and to offer paid, free, or reduced-price meals in accordance with- the USDA guidelines.

1. Free and reduced-price meals will be made available to all eligible students. Income eligibility shall be determined by the Food and Nutrition Services Department in accordance with the guidelines issued annually by the USDA.

2. Parents will be notified each year that meal benefits are available and how to apply. Households will receive a notification letter alerting them to their student's meal benefit status. They can request additional copies of this letter by contacting the district office.

3. Students receiving free or reduced priced meals will not be identified as such during meal service by Food and Nutrition Services staff.

~~E.~~4. Free and reduced sStudents will not be denied a meal if they have a negative account balance. They will receive a limited meal choice if their balance exceeds the pre-designated limits in the meal charge plan. . The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.

F. School Breakfast Program

1. Further, Tthe Board shall may offer breakfast meals free of charge to all students in each elementary, middle, and high school.

~~2. Eligibility~~

Free and reduced price meals will be made available to all eligible students. Income ~~eligibility shall be determined by the Food and Nutrition Services Department in accordance with the guidelines issued annually by the USDA.~~

~~Identification~~

~~The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.~~

G. Non-Discrimination Statement

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In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: Program Discrimination Complaint Form English [409.6 kB] , Program Discrimination Complaint Form Spanish [389.3 kB] and, Program Discrimination Complaint Form Haitian Creole [185.2 kB], from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

3. This institution is an equal opportunity provider.

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Revised 10/23/18
Revised 5/25/19

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F.S. 595.405
F.S. 1001.41
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F.S. 1001.51
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F.A.C. 5P-1.002

F.A.C. 5P-1.003

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F.A.C. 5P-1.005

42 U.S.C. 1758

Health, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 C.F.R. Part 15b

7 C.F.R. Part 210

7 C.F.R. Part 215

7 C.F.R. Part 220

7 C.F.R. Part 225

7 C.F.R. Part 226

7 C.F.R. Part 227

7 C.F.R. Part 235

7 C.F.R. Part 240

7 C.F.R. Part 245

7 C.F.R. Part 3015

80 F.R. 11077

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

§

Book	Policy Manual
Section	8000 Operations
Title	NUTRITION AND WELLNESS
Code	po8510
Status	Active
Adopted	June 27, 2017
Last Revised	October 23, 2018

8510 - **NUTRITION AND WELLNESS**

The School Board recognizes that good nutrition and regular physical activity affect the health and well-being of the ~~District's~~district's students. Furthermore, research suggests that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

The Nutrition and Wellness Policy is implemented as part of the School~~Student~~ Health Advisory Committee (SHAC). Following the Coordinated School Health Approach, SHAC members will include food service, school health, teachers, curriculum, school administration, employee wellness, as well as a school board member, parents, students, and community representatives in the healthcare field. SHAC members are selected on an annual basis according to state school health guidelines and meet bi-annually. SHAC meetings dates are advertised to the public and are open to the community. The purpose of the SHAC is to monitor the compliance of the nutrition and wellness policy, propose needed revisions to the policy, and set yearly measurable goals. SHAC will provide training, tools, and information for effective implementation of the wellness policy. SHAC will review and consider evidence-based strategies and techniques in establishing measurable goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

~~A Healthy School Team will be established at each school that should include at least the following members: parents, students, food service members, administrators, school health~~ professionals, physical education teachers, and the public. Each Healthy School Team will be ~~responsible for monitoring school compliance with the Nutrition and Wellness Policy along with~~ selecting a leader that will report to SHAC. Healthy School Teams will meet bi-annually.

~~The following standards apply to all foods available to students during the school day on the~~ school campus. According to the Healthy Hunger Free School Act, the school day is the period ~~from the midnight before, to thirty (30) minutes after the end of the official school day. The~~ school campus is defined as all areas of the property under the jurisdiction of the school that are ~~accessible to students during the school day.~~

A. Nutrition

1. Nutritional Standards:

1. All foods must meet at least one of the following:

a. Must be "whole grain-rich"

b. Include fifty percent (50%) or more whole grains by weight or

c. Have a whole grain listed as the first ingredient

2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food

3. Be a combination food that contains at least ¼ cup of fruit and/or vegetable

4. All foods plus any accompaniments (dressing, jelly, etc.) must also meet the following:

Nutrient	Snack Item	Entrée Items*
Calories	≤ 200 calories	≤ 350 calories
Sodium	≤ 200 mg	≤ 480 mg
Total Fat	≤ 35% of calories	≤ 35% of calories
Saturated Fat	<10% of calories	<10% of calories
Trans Fat	0 grams	0 grams
Sugar	≤ 35% of weight	≤ 35% of weight

5. Exemptions:

a. Any entrée item offered as part of the breakfast or lunch program is exempt if it is served as a competitive food on the day of service or the day after service in the breakfast or lunch program.

b. Fresh or frozen fruits and vegetables with no added ingredients, except water.

c. Canned fruits with no added ingredients except water, which are packed in 100% juice, extra light syrup, or light syrup.

d. Low sodium/no salt added canned vegetables with no added fats.

e. Reduced fat cheese, nuts, seeds, and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and

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~~saturated~~ ~~fat standards.~~

~~2.~~A. School Meals

1. All Meals

   a. To the maximum extent possible, all schools will participate in available Federal school meal programs, including the SBP, NSLP, ASSP, AMP, and SFSP.

   b. All reimbursable meals will meet nutrition standards mandated by USDA, as well as any additional State nutrition standards that go beyond USDA requirements.

   c. Students with special dietary needs will be accommodated as required by USDA regulations and District Meal Modifications and fFood aAllergiesy Policy 5335.02. The ~~D~~district dietitian will be available to meet with students and parents to discuss meal options and accomodationsaccommodations.

   d. Water will be available to students within the cafeteria either through a water fountain or water cooler.

   e. Dining areas and cafeterias will be kept are attractive and include enough seating to accommodate all students who would like to sit and eat.

   f. All menus, nutritional content, allergy and ingredient information will be available ~~on the District Webpage,~~ through application software, and via hardcopy if requested.

   g. A comprehensive outreach, promotion, and pricing plan will be used to ensure maximum participation in the school meal program, and ensure all eligible students qualify and receive meal benefits.

   h. The District will make student meal accounts readily available online.

   i. When available and competitively priced, local foods will be considered during menu planning. Fresh from Florida, Farm to School, and Harvest of the Month items will be promoted on the menu and within the cafeteria.

~~f.~~

2. 2. Breakfast and Lunch

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a. All schools will provide breakfast and lunch through the USDA National School Lunch Program. ~~School Breakfast Program. Schools with more than eighty percent (80%) of students eligible for free or reduced-price meals will provide breakfast free~~ to all students.

b. ~~School meals will include a variety of nutrient-dense foods,~~ a. including whole grains and fiber-rich fruits and vegetables. Salads, sandwiches, wraps, and other alternative entrée items will be offered daily at lunch.

~~b. c.~~ Students ~~will be allowed, once seated, a minimum of ten (10) minutes to eat breakfast. If time is a concern, alternate arrangements~~ will be made which include grab and go, breakfast in the classroom, or ~~other identified initiatives. Students will be allowed, once seated, a minimum of fifteen (15) minutes to eat lunch. If time is a concern alternate arrangements will be made which include grab and go and other identified initiatives.~~

c. A choice of fresh fruits and vegetables will be offered each day as part of a healthy diet. Students will be required to take at least one-half (1/2) cup of fruit or vegetable with both breakfast and lunch.

d. ~~d.~~ Students will have a choice of ~~one percent (1%) fat white milk and skim chocolate~~ milk with breakfast and lunch based on current USDA standards. Students will be allowed to select which type of milk they choose to drink. Students are not required to take milk as part of breakfast or lunch.

e. Parents will be able to view their student's online meal account. Healthy choices will be prominently displayed in the cafeteria to encourage students to make healthy choices.

f. All schools shall operate a "closed" lunch period to encourage students to eat a nutritious lunch. Students will not be allowed to leave the school campus during lunch periods.

g. Salad, sandwich, wrap, and other alternate entrée items will be ~~offered daily at lunch.~~Students will be allowed, once seated, a minimum of ten (10) minutes to eat breakfast. If time is a concern, alternate arrangements will be made, which include grab and go, breakfast in the classroom, or other identified initiatives. Students will be allowed, once seated, a minimum of fifteen (15) minutes to eat lunch. If time is a concern, alternate arrangements will be

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made which include grab and go and other identified initiatives.

g.

h. ~~T~~There should be enough meal periods to assure the student per meal period ratio is such that students can be moved through the lunch line efficiently. Student identification cards must be presented by all high school and middle school students for meal service. Elementary schools are encouraged to have a student identification system in place.

~~i.~~ ~~3.~~ ~~Healthy choices will be prominently displayed in the cafeteria to~~ encourage students to make healthy choices.

~~3.~~ After-Schools Snacks Program

a. After school snack programs will be provided in accordance with the USDA After School Snack Program by the Food and Nutrition Services Department. Contracted after school care programs must use Food and Nutrition Services for snacks.

b. All after-school snack programs will comply with U.S. Department of Agriculture (USDA) regulations and State rules.

c. A fresh fruit or fresh vegetable will be provided at least once a ~~week as part of the after-school snack program.~~ Fresh fruits and vegetables will be incorporated into the monthly snack menu.

d. Foods that are sold to students by the after-school education programs will only be offered after distribution of the District provided after-school snack and must meet USDA Smart Snacks Nutritional Standards below. ~~in Schools requirements, Nutrition Standards above.~~

~~d.~~

4. Supper

a. Supper will be provided through the Florida Department of Health and Human Services at approved schools.

b. Fresh fruits and vegetables will be incorporated into the supper menu.

c. Meals will meet all program requirements for the supper meals as prescribed by U.S. Department of Agriculture (USDA).

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5. A la Carte

a. All a la carte items offered by the Food and Nutrition Department will meet USDA Smart Snacks Nutritional Standards below ~~in~~ Schools requirements, Nutrition Standards above.

~~a.~~

b. Fresh fruits and vegetable will also be offered as a la carte.

c. Parents can restrict the purchase of a la carte items through the application software or by contacting the cafeteria manager.

B. OOther Foods Available to Students

The following standards apply to all foods, other than those in school meals, available to students during the school day on the school campus. The Healthy Hunger Free School Act defines the school day as the period from the midnight before, to thirty (30) minutes after the end of the official school day. The school campus is defined as all areas of the property under the jurisdiction of the school that are accessible to students during the school day. No ready-to-eat combination foods of meat or meat alternate and grain products may be sold to students during the school day.

USDA Smart Snack Nutritional Standards:

A. All foods must meet at least one of the following:

~~Must be "whole grain-rich"~~

Include fifty percent (50%) or more whole grains by weight or h

- ~~Have a whole grain listed as the first ingredient~~
- Have as the first ingredient one of the non-grain major food groups: a fruit, a vegetable, a dairy product, or a protein food
- Or Be a combination food that contains at least ¼ cup of fruit and/or vegetable
- If water is the first ingredient, the second ingredient must be one of the above

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B. All foods plus any accompaniments (dressing, jelly, etc.) must also meet the following:

Nutrient	Snack Item	Entrée Items*
Calories	≤ 200 calories	≤ 350 calories
Sodium	≤ 200 mg	≤ 480 mg
Total Fat	≤ 35% of calories	≤ 35% of calories
Saturated Fat	<10% of calories	<10% of calories
Trans Fat	0 grams	0 grams
Sugar	≤ 35% of weight	≤ 35% of weight

Allowable exemptions to these standards:

- Any entrée item offered as part of the breakfast or lunch program is exempt if it is served as a competitive food on the day of service or the day after service in the breakfast or lunch program.
- Fresh or frozen fruits and vegetables with no added ingredients, except water.
- Canned fruits with no added ingredients except water, which are packed in 100% juice, extra light syrup, or light syrup.
- Low sodium/no salt added canned or frozen vegetables with no added fats.
- Reduced fat cheese, nuts, seeds, and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and saturated fat standards.

B.—

1. ~~Classroom~~ School Celebrations

~~1.~~a. ~~S~~School-wide celebrations and special events may be exempted from the nutritional standards once each quarter.

~~2.~~b. Only food prepared by and purchased from licensed food service establishments may be served to students, except food brought by the parent for their child only. Ingredient labels must be available for all food brought to the classroom.

~~3.—Classroom celebration baskets and foods meeting these standards will be made available for sale through the District Food and Nutrition~~ services catering program.

c. ~~All food served during classroom celebrations must meet~~ USDA

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Smart Snacks Nutritional Standards ~~in Schools~~ requirements, Nutrition Standards above should be considered when bringing in food for classroom parties. Healthy food alternatives, games, and crafts should be used as alternatives.

~~4.~~

5.~~d.~~ In elementary schools, foods and beverages for classroom parties and celebrations can only be offered in the last hour of the school day. If allowing celebrations, sSchools are encouraged to establish once a once a month birthday celebration for all students who had a birthday during the month.

2. ~~62.~~ Rewards/Classroom Food

a. ~~Parents, teachers, and staff shall provide non-food alternatives for activities and during the school day.~~If food is used as part of a learning experience, staff shall consider the USDA Smart Snack Nutritionalational Standards. Food allergies/medical conditions should also be considered.

~~1.~~

2.b.Staff shall consider the ~~All foods used for rewards must meet~~ USDA Smart Snacks ~~in Schools requirements,~~ Nutritional Standards above when using food as a reward.

~~a.~~ Students are allowed to have individual water bottles in the classroom unless disciplinary issues dictate otherwise.

c.

~~b.~~ Fund-raising sales in the classroom during the school day to students must meet USDA Smart Snacks in Schools requirements, Nutrition Standards above. Items that meet Smart Snack requirements may only be sold thirty (30) minutes after the last lunch period.

d.

~~c.~~ Foods distributed to students as part of classroom snacks will meet USDA Smart Snacks ~~in Schools requirements,~~ Nutrition Standards above.

e.

~~1.~~ ~~Foods may be used as an integrated part of the lesson. Efforts should be made to be sure the foods used meet USDA Smart Snack in Schools requirements, Nutrition Standards above.~~

1.f. The Districtdistrict will disseminate a list of healthy party/snack ideas and nonfood rewards to parents and teachers.

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37. Vending

~~3.~~

During the school day, vending machines accessible to students is limited to:

~~1.~~ • Elementary – no vending

~~2.~~ • Middle School – not until one (1) hour after last bell

3. • High School – not ~~during meal service hours~~ until 30 minutes after the last lunch period.

All vending machines if available to students must be provided with a locking/timer mechanism. Machines must be turned off until 30 minutes after the last lunch period. ~~during meal service hours.~~

~~C.~~ 84. Beverages

Portion sizes listed are the maximum that can be offered.

Beverages	Elementary	Middle	High
Plain water	unlimited	unlimited	unlimited
Unflavored low-fat milk	8 fl. oz.	12 fl. oz.	12 fl. oz.
Unflavored or flavored fat-free milk	8 fl. oz.	12 fl. oz.	12 fl. oz.
100% fruit or vegetable juice	8 fl. oz.	12 fl. oz.	12 fl. oz.
100% fruit or vegetable juice diluted with water but no added sweeteners	8 fl. oz.	12 fl. oz.	12 fl. oz.
Other flavored and/or carbonated beverages that are	Not allowed	Not allowed	20 fl. oz.

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labeled to contain 5 calories or less per 8 fl. oz., or 10 calories or less per 20 fl. oz.			
Other flavored and/or carbonated beverages that are labeled to contain 40 calories or less per 8 fl. oz. or 60 calories or less per 12 fl. oz.	Not allowed	Not allowed	12 fl. oz.

~~D.~~

For elementary and middle school students: foods and beverages must be caffeine-free with the exception of trace amounts of naturally occurring caffeine substances. Food and beverages for high school students may contain caffeine.

1. 95. Snack Vending

All snack foods available must meet stated timeframes and USDA Smart Snacks in Schools requirements, Nutritional Standards above.

2. 106. School Stores/Group Sales

   a. Foods sold in school stores must meet the nutritional requirements as stated in USDA Smart Snacks in Schools requirements, Nutritional Standards above.

   b. Documentation must be maintained by the store/group staff to assure that all foods meet the nutrition standards.

   c. In accordance with State regulation, foods cannot be sold in schools' stores/groups until thirty (30) minutes after the last lunch period.

3. 117. Concession

Concession stands operating during the school day must meet the criteria outlined in the procedures. Concession stands operating outside of the school day are exempt from restrictions on food sold to students.

4. 128. Culinary Programs

   ~~a.~~ a. Foods sold to students as part of a culinary instructional program must meet USDA Smart Snacks in Schools requirements, Nutritional

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Standards above.

b. b. In accordance with State regulation, food from these programs ~~can not~~ cannot be sold to students until thirty (30) minutes after the last lunch period.

5. ~~139.~~ Foods brought into schools during meal service hours

a. a. Parents are encouraged to provide meals from home that meet the nutritional requirements set forth in Dietary Guidelines for Americans.

b. b. Occasionally, a parent may bring food into the cafeteria for their student only, not for larger groups of students.

E. C. Fund-Raisers

1. ~~F~~Foods sold for fund-raising purposes during the school day on the school campus must meet the minimum nutrition requirements as outlined in USDA Smart Snack Nutritional Standards above.

2. In accordance with State regulations, fund-raiser foods or beverages may not be sold until thirty (30) minutes after the last lunch period.

3. All vendors who plan to sell food to students during the school day on school campus must meet with the Food and Nutrition Services department to evaluate whether the food complies with USDA Smart Snack Nutritional Standards. Vendors not meeting policy requirements will not be permitted to sell food during the school day to students.

4. ~~T~~The ~~District~~district will maintain fund-raising tips and ideas on the Food and Nutrition Services website.

3.

5. Schools are encouraged to have a majority of their fund-raising come from non-food alternatives.

4.

6. Food fund-raisers that sell food to be consumed off-site are exempt from meeting the nutritional guidelines.

5.7. Food and Nutrition Services will make Smart Snack compliant items available for bulk purchase for schools to use as fundraisers.

F. D. Marketing Food and Beverages

~~1.~~ 1. Advertising visible to students during the school days must be consistent with USDA Smart Snacks ~~in Schools requirements,~~ Nutritional

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Standards above.

~~2.~~ 2. Marketing activities that promote healthful behaviors are encouraged.

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G. E. Food Safety and Security

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~~1.~~ 1. Food and non-food inventory located at the schools will not be part of the building master key. Emergency use only keys will be provided to the building principal. District maintenance and security will also have keys for after hour access.

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2. 2. Use of the food service area (kitchens) must follow District facility use agreement. A food service employee must be present any time the facility will be used for the preparation or service of food.

3. School Food and Nutrition Services operation will use the Hazard Analysis Critical Control Point (HACCP) guidelines to assure food safety and security.

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3. 4. Cafeteria managers will maintain a safe food handling certification and all staff training will be tracked at the district level to ensure USDA Professional Standards are met along with state and district requirements.

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~~4.~~ 5. Education activities using raw ingredients, such as eggs, meats, should be prepared under the supervision of staff who have food safety training.

~~5.~~ ~~6.~~ 6. Only food prepared by and purchased from licensed food service establishments may be served to students, except food brought by the parent for their child. Ingredient labels must be available for all food brought to the classroom.

6. 7. Only Food and Nutrition Services employees are authorized to receive the deliveries of program food and beverages.

7. Hand sanitizer stations will be available to the students as they enter the food service area.

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~~H.~~ F. Nutrition Education

~~1.~~ 1. General Requirements

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a. a. All students in grades K-12, including students with disabilities, special health care needs, and those in alternative educational settings, have the opportunity to participate in a variety of learning experiences that support development of healthful eating habits.

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~~b.~~ b. Schools will strive toward integrating nutrition education with a coordinated school health approach.

c. c. Promote the integration of nutrition education into other areas of curriculum such as math, science, health, physical education, language arts, and social studies.

d. Utilize the Florida Department of Education Health Education benchmarks for each grade level and follow the District Student Progression Plan.

e. All schools will be enrolled with the United States Department of Agriculture as a Team Nutrition School.

f. Each elementary school will have a set of Serving Up MyPlate Kit: A Yummy Curriculum for grades 1st through 5th5th.

~~d.~~

2. 2. Cafeterias/Food and Nutrition Services

a. a. Attractive, current nutrition education materials are prominently displayed in dining areas.

~~b.~~ b. Teachers collaborate with the school food and nutrition staff to use the cafeteria as a learning laboratory that allows students to apply critical thinking skills.

c. c. Provide nutrition education in the classroom and throughout the ~~District~~district by the nutrition specialist/registered dietitian.

~~d.~~ d. Provide nutrition education and consultation to students, school advisory groups, and other school-based groups by the nutrition specialist/registered dietitian.

e. e. Provide nutrition education materials to promote healthy eating, physical activity, food systems and overall wellness developed by the nutrition specialist/registered dietitian.

f. Provide nutrition education resources on the food and nutrition website.

g. Food and Nutrition Services will support school garden activities and will work with school gardens and agriculture programs to prepare recipes utilizing school grown produce.

~~f.~~

~~I.~~ G. Physical Activity

Physical education instruction focuses on the outcomes of achieving and maintaining

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a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being.

1. 1. General Requirements

   a. a. All students shall receive the prescribed amount of physical education dictated by the District's Student Progression Plan.

   b. b. Exceptions or exemptions to physical education requirements are stated in the Student Progression Plan.

2. 2. Other Physical Activity Opportunities

   a. a. All school classrooms health education will compliment physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-activephysically active lifestyle.

   b. b. Opportunities for physical activity will be incorporated into other subject areas.

   c. c. Classrooms shall incorporate, where possible and appropriate, short physical activity breaks between lessons and classes.

   d. d. Staff members shall not deny participation in recess or other physical activity opportunities as a form of discipline or punishment unless the safety of students is in question.

   e. e. Staff members shall not require the participation in physical activity, such as walking laps, as a form of discipline or punishment during the school day.

   f. Intramurals, walkers/runnersrunners' clubs, and other physical activities events will be utilized, where possible and appropriate, as additional opportunities for physical activity.

   g. Students should have the opportunity to be physically active before and after school where possible.

   f.

3. 3. School-Based Activities

   a. a. Food and Nutrition Services will support school-based wellness efforts.

   b. b. The Food and Nutrition Service will provide resources for schools and teachers.

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Catering

~~District Food and Nutrition Services provides catering services that meet all required nutritional standards. Food and Nutrition Services should be considered when utilizing outside catering~~ services.

H. Employee Wellness

1. School district staff will be encouraged to model healthy eating and physical activity behaviors for students.

2. To support employee wellness, the District will have an employee ~~The District~~ will have an employee wellness program that focuses on staff wellness issues, identifies and distributes wellness resources and performs other functions that support staff wellness in coordination with employee benefits staff.

3. All ~~All~~ staff will be provided with opportunities to participate in physical activities and healthy eating programs that are accessible and free or low-cost.

4. All district sites will follow Policy 4215 Tobacco-Free Work and Learning Environments

~~I.~~I. Recordkeeping/Accountability/Evaluation

1. Schooltudent Health Advisory Committee (SHAC) Responsibilities

a. Meet bi-annually. SHAC members will include food service, school health, teachers, curriculum, school administration, employee wellness, as well as a board member, parents, students, and community representatives in the ~~school school health guidelines~~ healthcare field. SHAC members are selected on an annual basis according to state school health guidelines.

b. ~~The SHAC will e~~Establish priority ~~or goal~~ items and yearly measurable goals. ~~to be included in the evaluation component of the policy. SHAC~~ will also

c. Review and consider evidence-based strategies and techniques in establishing goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

d. ~~h~~Help in the implementation of District-wide wellness programming. Community partnerships and community members

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will be utilized to assist in the development, implementation, and evaluation of the ~~D~~district's local wellness initiatives.

e. Monitor the compliance of the nutrition and wellness policy and propose needed revisions to the policy.

f. Provide training, tools, and information for effective implementation of the wellness policy.

2. Accountability and Evaluation

a.

~~SHAC will meet at least twice annually.~~ Food and Nutrition Services will conduct an annual review to assure compliance with policy procedures at all schools. A triennial assessment will be conducted every three years.

b. The Food and Nutrition Services Director shall ensure the overall compliance with the wellness policy.

c. A detailed annual report on the completion of yearly goals and school-based wellness policy compliance will be provided to the Superintendent, Board, and the community at a Board meeting. This report will also be available on the SHAC website.

d. SHAC will update and make modifications to the wellness policy based on the results of the annual survey and triennial assessments and/or as local priorities change, community needs change, wellness goals are met, new health information and technology emerges and new Federal or State guidance or standards are issued. The wellness policy will be assessed as indicated at least every three (3) years.

e. The most current version of the wellness policy will be available on the Food and Nutrition Services website and the SHAC website for public use.

f. Florida Department of Agriculture and Consumer Services will monitor District compliance as part of their administrative review process. The Food and Nutrition Services Department will monitor school compliance as part of their annual school review process.

Revised 10/23/18

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Legal
42 U.S.C. 1751 et seq.

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42 U.S.C. 1771 et seq.
F.S. 120.81(1)(a)
F.S. 595.405
F.S. 1001.32(2)
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.S. 1003.453
F.S. 1003.455
F.A.C. 5P-1.003
Healthy Hunger Free Kids Act of 2010
7 C.F.R. Part 210
7 C.F.R. Part 220
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AGENDA ITEM NO. 14.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Acceptance of the Resignation of Citizen's Financial Oversight Committee Member (No Financial Impact)

Executive Summary
On April 7, 2025 Ms. Holly Johnson submitted her notification of resignation. Holly Johnson was a member of the CFOC since July 2023.

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
Accept the resignation of Citizen Financial Oversight Committee Member, Ms. Holly Johnson (No Financial Impact).

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board

Attachments:
Holly Johnson Resignation Letter

Holly A. Johnson

April 6, 2025

Dear Manatee County School Board,

I am writing to formally resign from my position as a member of the Citizens Financial Oversight Committee (CFOC) of the Manatee County School Board, effective 4/6/2025.

I have accepted a new position in Sarasota and no longer have the proximity and flexibility to attend the CFOC meetings. I feel like I cannot contribute and be a productive member of the committee moving forward. This decision was not made lightly, as I have thoroughly enjoyed my time working with the committee and serving as the Vice Chairman.

I am grateful that I was asked to serve on the CFOC and contribute for the past two years. I am confident the committee will continue to fulfill their oversight duties in my absence.

Thank you for your understanding and support and for trusting in me to serve in this capacity.

Sincerely,
Holly Johnson

AGENDA ITEM NO. 14.2

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing

Title
Discussion Regarding Audit Committee Charter - added after publishing

Executive Summary
Board Member Kennedy requested a Board Discussion regarding the Audit Committee Charter.

Proposed draft of related document attached for review.

Contact
Submitting Department: School Board

Attachments:
Audit Committee_Charter_4.25.2025-Kennedy DRAFT

AUDIT COMMITTEE CHARTER
School District of Manatee County, Florida
Revised DRAFT April 23, 2025

MISSION

The mission of the Audit Committee is to assist the Manatee County School Board ("School Board") in providing oversight of the internal and external audit functions (See Sales Surtax and One Mill Referendum for additional mission). The Audit Committee will advise the School Board in the following areas: review the scope and plan of the external and internal audits; recommend the continuation of services of the internal and external auditors; review corrective action plans and necessary improvements based on audit findings and recommendations received from internal and external auditors; and assist to maintain open communications between the selected auditors, the School Board and the District's administration ~~financial management~~. As part of its mission the Audit Committee may review non confidential reports from cybersecurity and information technology consultants hired by the School District.

The Audit Committee is not charged with any fiscal responsibilities of the School District. The School Board and the Superintendent retain all ~~retains the~~ responsibility for the ~~District's~~ financial condition and ~~for~~ decision-making in ~~all~~ matters of policy and operation for the District. The Audit Committee is not responsible for the outcome of internal and external audits. Additionally, the Audit Committee is not responsible for any consequences associated with fraudulent activities that may be uncovered during internal and external audits or in the course of otherwork completed. The Audit Committee members will not conduct "fieldwork" or other types of auditing, legal or accounting reviews or procedures.

COMPOSITION OF COMMITTEE

The Audit Committee members are volunteers who will be appointed by the School Board. The Audit Committee members must be independent and not employees of the Manatee County School District or employees of the appointed internal and external CPA firms or otherwise have a continuing conflict of interest with the School District. Committee members must be residents of Manatee County and be a CPA (active or retired) or had employment experience in school district financial operations. The Committee will consist of three (3) to seven (7) members. The terms of the members will coincide with the School District's fiscal year ended June 30. All terms will be for three (3) years, and Committee members may be appointed to serve consecutive terms. Should a vacancy occur on the Committee, the School Board may appoint a replacement to fill the vacancy for the remainder of the vacant term. Anyone interested in filling a vacancy will be interviewed by the Chairperson of the Audit Committee and the School Board Liaison to the Audit Committee prior to being presented to the School Board for appointment.

Committee members are subject to the Florida Sunshine Laws, and members will be required to attend an informative training session about the Florida Sunshine Laws within a reasonable time after their initial appointment to the Committee. Audit Committee membersmay be removed from the Audit Committee by the School Board for any of the following reasons: resignation by the member; lack of attendance (miss 3 consecutive meetings without communication with the Audit Committee Chair); violation of the independence rules,Audit Committee Charter, and/or the Florida Sunshine Laws; or for any reason as determined by the School Board.

ADMINISTRATIVE

The Audit Committee will meet as the need arises and will report to the School Board after each meeting. A majority of the Committee membership shall constitute a quorum. All decisions shall be made by a majority of a quorum present at a meeting. The Audit Committee will select the Chair and Vice Chair annually.

The School Board will provide such administrative support as is necessary for the Audit Committee to perform its assigned tasks. Requests for information, outside of regularly scheduled audits, shall be approved by a majority of the Audit Committee. Once approved, the Chair of the Audit Committee shall communicate that request in writing to the Board Staff Internal Auditor (BSIA). The BSIA shall communicate that request to the School Board Liaison for approval. If the BSIA position is vacant, the Committee shall communicate information requests directly to the Board Liaison. Committee members will be assigned a School District email account that mustbe used for all Committee mailings, and shall ~~may~~ not be used for personal mailings.

The Audit Committee's meeting agendas and minutes of the meetings will be provided to the School District's Agency Clerk for posting on the School District's website. Audit Committee meetings will include time for Public Comment. The ~~and the~~ Audit Committee will follow the publiccomment operating procedures established by the School Board for School Board meetings.

Periodically, the Audit Committee may ~~will~~ review the Audit Committee Charter and submit any recommended changes to the School Board for approval.

EXTERNAL AUDIT SERVICES

The Audit Committee will meet with the external auditors after interim fieldwork to discuss risk assessment, audit scope and any known potential reporting problems or issues. After the completion of the audit fieldwork, the Audit Committee will meet with the external auditors to discuss drafts of the audited financial statements, reports on internal control and compliance and management letter comments prior to presentation to the Board and issuance. The Audit Committee will report to the School Board on acceptance of the audit and related reports and review any corrective action plans developed by the District’s staff. The Audit Committee willevaluate the work of the external auditors and make a recommendation to the School Board to continue their services for the remainder of any contract term or to terminate their contract.

The Audit Committee will review and make a recommendation on whether the School Board should approve any proposed non-audit services by the District’s external auditor.

INTERNAL AUDIT SERVICES

The internal audit function may include both in-house internal auditor(s) and a contracted internal audit firm.

The Audit Committee will review the results of internal audit activities, reports and significant recommendations and findings as needed. The Audit Committee will report periodically to the School Board on such matters. The Audit Committee will review the long-range and annual internal audit plans to ensure that high risk areas and key control activities are periodically evaluated and tested. The Audit Committee may also make recommendations to the School Board for internal auditors to perform special studies or investigations based on identified risk assessments and areas needed for improvement.

The Audit Committee will evaluate the work of the internal auditors (in-house internal auditors and contracted internal audit firm) and make a recommendation to the School Board to continue their services for the remainder of any contract term or to terminate their contract.

INFORMATION TECHNOLOGY CYBERSECURITY

The Audit Committee may receive reports from information technology cybersecurity consultants and District staff. These reports will not include specific information that could compromise the security of the physical and/or virtual information technology of the District.

The Audit Committee may make recommendations to the School Board for information technology cybersecurity consultants to perform special studies or investigations based on identified risk assessments and areas needed for improvement.

The Audit Committee will evaluate the work of the information technology cybersecurity consultants and can make a recommendation to the School Board whether to continue their services or to not renew their contract.

MISSION - SALES SURTAX

An additional mission of the Audit Committee is to perform the procedures listed in School Board Resolutions 2016-03 and 2016-10. On November 8, 2016, the voters of Manatee County approved the extension of the existing school one-half cent sales surtax for capital outlay for educational facilities for fifteen additional years, from January 1, 2018, to ending onDecember 31, 2032. The above Resolutions charged the Audit Committee with review of thecollection and proper use of the funds raised through the extension of the sales surtax.

MISSION – ONE MILL REFERENDUM SURTAX

An additional mission of the Audit Committee is to perform the procedures listed in School Board Resolutions 2017-06, 2021-03 And 2024-002. On March 20, 2018 the voters of Manatee County approved an additional one-mill ad valorum tax to benefit school district operational funds. That voter approval was renewed on November 2, 2021 and again on November 5, 2024. The above Resolutions charged an "independent citizen committee" with oversight of the distribution and proper use of voter-approved one mill ad valorem funds. The Audit Committee shall produce an annual report to satisfy the legal requirements of the above Resolutions.

AUDITOR SELECTION COMMITTEE

1) Overview

The Audit Committee shall have a subcommittee known as the Auditor Selection Committee whose purpose is to comply with the Auditor selection procedures required in Florida Statute 218.391, as same may be amended over time. ~~The School Board may appoint a member of the Citizens Financial Oversite Committee (CFOC) to the Auditor Selection Committee.~~ Only members of the Audit committee~~, a member from the CFOC appointed by the school Board,~~ and one School Board member may serve on this subcommittee. All members of the Audit Committee may serve on the subcommittee if they desire, but are not required, and the minimum size of the subcommittee shall be no less than two members of the Audit Committee and one member from the School Board. The School Board member shall serve as the chair of the committee. A majority of the committee shall serve as a quorum. While the primary purpose of the Auditor Selection Committee is to assist the School Board in selecting an auditor to conduct the annual financial audit required in Section 218.39; the committee upon request of the School Board, may also assist in selecting other auditors or auditing services being considered by the School Board. The subcommittee is subject to all sunshine and public records laws and the public may not be excluded from the committee's proceedings.

(2) The Auditor Selection Committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, the ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(f) Perform any other actions as required under Florida law.

AGENDA ITEM NO. 15.1

School Board of Manatee County
April 29, 2025 - Regular Board Meeting and Public Hearing

Title
Voluntary Prekindergarten (VPK) Programs and Accountability - *updated after publishing*

Executive Summary
Dr. Laurie Breslin, Executive Director of Student Support and Family Engagement, Dr. Sheila Halpin, Director of Early Learning, and Mr. Evan McCarthy, Director of Assessment and Research, will present information regarding Voluntary Prekindergarten (VPK) Programs and Accountability.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
2024-25 VPK Programs & Accountability-added after publishing

VPK Programs & 2024-25 Accountability



Board Meeting 4/29/2025

What is VPK?

Voluntary Prekindergarten (VPK)

- Free, daily, three-hour program
- Funded by the Division of Early Learning through the Florida Department of Education
- Florida's Early Learning and Development Standards focus on 8 Domains, including:
  - Language & Literacy
  - Mathematical Thinking
  - Scientific Inquiry
  - Social Studies
  - Creative Expression Through the Arts



VPK in the School District of Manatee County (SDMC)

- SDMC offers the VPK program free of charge to families as either:
  - A 540- instructional hour school year program; or
  - A 300- instructional hour summer program.
  - Families may select either the school year or the summer, but not both.

- All children who reside in Florida, turning age 4 by September 1st of the school year, are eligible to participate in an VPK program.



VPK in the School District of Manatee County (SDMC)

- SDMC offers a VPK Choice window during the month of January.
- Families can select a school site and program that best meets their needs.
- SDMC has 112 Pre-K Classrooms:
  - 59 VPK classrooms that currently serve 859 students with 272 on a waitlist for 27 school sites.
  - 53 Pre-K ESE classrooms that currently serve 667 ESE PreK students at 29 school sites.
- All VPK students in Florida are required to participate in FAST Star Early Literacy assessment.



Program Quality (CLASS Composite Score)

The Classroom Scoring System (CLASS):

- Evidence-based observational tool
- Measures effectiveness of classroom interactions among teachers and children
- Focuses on three domains:
  1. Emotional Support
  2. Classroom Organization
  3. Instructional Organization

Student Achievement (FAST Star Early Literacy)

- Percent of eligible students scoring at or above *Kindergarten Readiness* for PM3 FAST Star Early Literacy
  - 707 or higher on Star Unified Scale

- Eligible students have completed at least 50% of the instructional hours for the VPK program

- Percent of eligible students making sufficient gains between PM1 & PM3 FAST Star Early Literacy.

VPK Performance Metric

50% Program Quality (CLASS Composite Score)

20% Student Achievement (FAST Star Early Literacy)

30% Learning Gains (FAST Star Early Literacy)

100% VPK Performance Metric

2023-2024 VPK Performance Designations

	2023-24 VPK Performance Designation					2022-23	2023-24	2022-23 to 2023-24 Change
	Unsatisfactory	Below Expectations	Meets Expectations	Above Expectations	Excellent	Above Expectations/ Excellent	Above Expectations/ Excellent	
Manatee County	**0%**	**8%**	**28%**	**28%**	**37%**	**56%**	**64%**	**+8%**
District-Run	0%	0%	11%	21%	68%	89%	89%	0%
Charter	0%	25%	0%	50%	25%	50%	75%	+25%
Non-Public	0%	10%	36%	29%	25%	45%	54%	+9%

2024-25 VPK FAST Results
by Literacy Classification

		Literacy Classification (Reader Type) PM1				Literacy Classification (Reader Type) PM2				PM1 to PM2 Change	
	# Tested	Early Emergent	Late Emergent	Early Transitional& Above	# Tested	Early Emergent	Late Emergent	Early Transitional& Above		
State	**137402**	**68%**	**27%**	**4%**	**135178**	**39%**	**42%**	**20%**	**+16%**	↑
Manatee County	**2479**	**68%**	**28%**	**4%**	**2490**	**37%**	**46%**	**16%**	**+12%**	↑
District-Run	844	74%	23%	3%	851	31%	49%	20%	+17%	↑
Charter	180	79%	18%	3%	178	52%	37%	11%	+8%	↑
Non-Public	1455	63%	32%	5%	1461	39%	45%	15%	+10%	↑

2024-25 VPK FAST Results
by KG Readiness

	PM1 Results		PM2 Results		PM1 to PM2 Change	
	# Tested	% KG Ready	# Tested	% KG Ready		
State	**137402**		**135178**			
Manatee County	**2479**	**21%**	**2490**	**50%**	**+29%**	↑
District-Run	844	17%	851	57%	+40%	↑
Charter	180	17%	178	35%	+19%	↑
Non-Public	1455	24%	1461	47%	+24%	↑

Targeted Support = Student Achievement

The Early Learning and Family Support Leadership Team coordinates and facilitates the following:

- **Staff / School**
  - Targeted PL
  - Investment in classroom materials
  - Weekly ELFS On Call
  - Classroom FLY Kits
  - Classroom Monitoring and Data Chats
  - Staff Book Circles
  - Quarterly Standards Newsletters
- **Family**
  - Soar in 4 programming
  - Quarterly Family Newsletters
  - New Worlds Reading Initiative
  - Individualized Backpack of Literacy Materials
  - Summer Bridge Program

School administration embracing PreK on their campus



VPK Programs & 2024-25 Accountability



Board Meeting 4/29/2025