Agenda
School Board Regular Meeting and Public Hearing
Revised March 24, 2023

March 28, 2023
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION | Pastor Dante Richardson

4. PLEDGE OF ALLEGIANCE

5. INFORMATION ONLY (No Board Action Required)

1. Leaves for March 28, 2023
2. Year-to-Date Financial Statements Through January 31, 2023
3. Year-to-Date Charter School Financial Statement Summary Through January 31, 2023

6. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the February 24, 2023 School Board Workshop, February 28 School Board Regular Meeting and Meeting of the Leasing Corporation, and the March 3, 2023 School Board Workshop

8. RECOGNITIONS

1. State Champion Wrestler

9. PUBLIC COMMENTS (UP TO 30 MINUTES)

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

writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

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

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

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 Request for Proposal on Locksmith Parts and Accessories, SDMC No. 23-0096-KD, Continued Procurement of Commodity, Estimated in the Amount of $175,000.00 Annually

2. Approval of the Renewal Agreement Between the School Board of Manatee County and Florida Medical Specialists, LLC, for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

3. Approval of the Renewal Agreement Between the School Board of Manatee County and Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

4. Approval to Extend the Use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, Continued Procurement for Products and Services, Estimated in the Amount of $4,000,000.00 Per Fiscal Year

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

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

7. Approval of Palm View K-8 and Samoset Elementary Schools - Administrative Office Renovations - Agreement Between Owner and Willis Smith Construction - Preconstruction Services, in the Amount of $7,735.00

8. Approval of Interlocal Agreement with Manatee County for Joint Use of Portions of Martha B. King Middle School Site, No Financial Impact

9. Approval of Sea Breeze Elementary School - Roof Replacement - Change Orders 1 and

2 - Agreement Between Owner and Manhattan Construction Company, Reduction in the Amount of $310,580.59

10. Approval of Oneco Elementary School - Renovations - Agreement Between Owner and Universal Engineering Sciences/GFA International, Inc., in the Amount of $196,100.00
11. Approval of Southeast High School - Track Resurfacing - Change Order 4 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Return of Unspent Direct Materials Purchase (DMP) Funds to the Guaranteed Maximum Price (GMP), in the Amount of $38,975.16
12. Approval of Fencing Phase II - Change Order 1 Final - Agreement Between Owner and McIntyre, Elwell and Strammer General Contractors, Reduction in the Amount of $166,825.60
13. Approval of Fencing Phase II - Substantial Completion, No Financial Impact
14. Approval of Braden River Middle School - Renovations and Addition - Change Order 5 - Agreement Between Owner and NDC Construction Company - Reduction in the Amount of $741,072.74
15. Approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 2, in the Amount of $4,071,696.00
16. Approval of Southeast High School - Track Resurfacing - Substantial Completion, No Financial Impact
17. Approval of the Prine and Bayshore Elementary Schools - Administrative Office Renovations - Substantial Completion, No Financial Impact
18. Approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - Media Center Renovations - Agreement Between Owner and McIntyre, Elwell and Strammer General Contractors, Inc., - Guaranteed Maximum Price, in the Amount of $941,848.94
19. Approval of K-8 East Prototype - Authorization to Negotiate for Architect & Engineering Services (AE), No Financial Impact
20. Approval to Purchase PrimeroEdge Food and Nutrition Services Software Using the Choice Partners Request for Proposal for Technology and Other Related Products and Services #23/004LS, SDMC No. 23-0110-KD, Continued Procurement for Products and Services, Estimated in the Amount of $95,000.00 Per Fiscal Year
21. Approval for the Southeast High School Speech Team Winners to Compete in a National Debate May 26, 2023 through May 29, 2023, in Louisville, Kentucky, No Financial Impact

11. PUBLIC HEARING

1. Public Hearing for Consideration to Amend School Board Policies
2. Approval to Amend School Board Policies

12. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

13. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of the Budget Amendments for January 2023

2. Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on May 9, 2023

3. Approval of Agreement for Purchase and Sale of Property from Rye Ranch, LLC

15. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2023, at the Hilton, University of Florida Conference Center, Gainesville, FL, Not to Exceed $3,200.00

2. Approval of Governmental Entity Confidential Settlement Agreement between the School Board of Manatee County, FL. with JUUL Labs, Inc.

3. Approval to Renew the Professional Services Contract with Cherry Bekaert, LLP to Provide Financial Auditing Services for Fiscal Year 2022-2023, SDMC No. 20-0102-RG, Estimated in the Amount of $172,000.00

16. WORKSHOP ITEM REQUESTS

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Leaves for March 28, 2023

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

Contact
Submitting Department: Human Resources
Initiated by: Richard Bailey

Attachments:
LOA March 28 2023

Board Leaves 03/28/23

Employee ID	Name	Type of Leave	Department	Absence Period
103138	FN	SICK LEAVE	Oneco Elementary School	2023-02-06 To 2023-04-27
305166	HS	FMLA	Sugg Middle School	2023-02-21 To 2023-03-20
307072	JS	FMLA	Moody Elementary School	2023-02-14 To 2023-03-31
156233	HS	FMLA	Manatee High School	2023-02-19 To 2023-05-30
223437	SV	FMLA	Palmetto Elementary School	2023-02-06 To 2023-04-28
307044	RW	FMLA	School Bus Transportation	2023-02-03 To 2023-03-31
145994	RW	FMLA	Freedom Elementary School	2023-02-21 To 2023-05-30
305324	LW	FMLA	Bayshore High School	2023-02-07 To 2023-03-10
303310	TW	SICK LEAVE	Myakka Elementary School	2023-02-06 To 2023-03-20
238493	KY	FMLA	Lee Middle School	2023-02-07 To 2023-05-05

Rev. 3/7/23

AGENDA ITEM NO. 5.2

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Year-to-Date Financial Statements Through January 31, 2023

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

General Fund - Revenues exceeded expenditures and transfers by approximately $121.7 million through the month of January 2023. Revenues have increased 15.2% and expenditures increased 7.8% over January 2022.

The beginning unassigned fund balance as of July 1, 2022, was $31.4 million. The District's unassigned fund balance is projected to be a positive $44.4 million by June 30, 2023.

Internal Service Funds - Expenditures exceeded revenues by $6.4 million through the month of January 2023.

Health Insurance Fund - Expenses exceeded revenues by approximately $6.4 million for the month of January, resulting in an ending net position of $2.0 million at the end of January 2023.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $24,174 for the month of January, resulting in an ending net position of $2.3 million at the end of January 2023. Expenditures are in line with prior year claims and amounts budgeted through January 2023.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
Bank Rec Certification - January 2023
FS Jan 2023

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Cynthia Saunders

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: February 24, 2023

TO: Cynthia Saunders, Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (1/31/2023)

As a response to Audit Finding 2019-001, Finance staff developed the following internal control enhancement: District staff will complete monthly bank reconciliations, and a review with accounting staff will occur on the third Monday of every month, chaired by the Deputy Superintendent of Business Services. At completion of the monthly reconciliation review, the Deputy Superintendent of Business Services will certify the completion of the reconciliation to the Superintendent.

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the January 31, 2023 book-to-bank reconciliation has been completed, with $0 variance.

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

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING JANUARY 31, 2023

(UNAUDITED)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
January 31, 2023

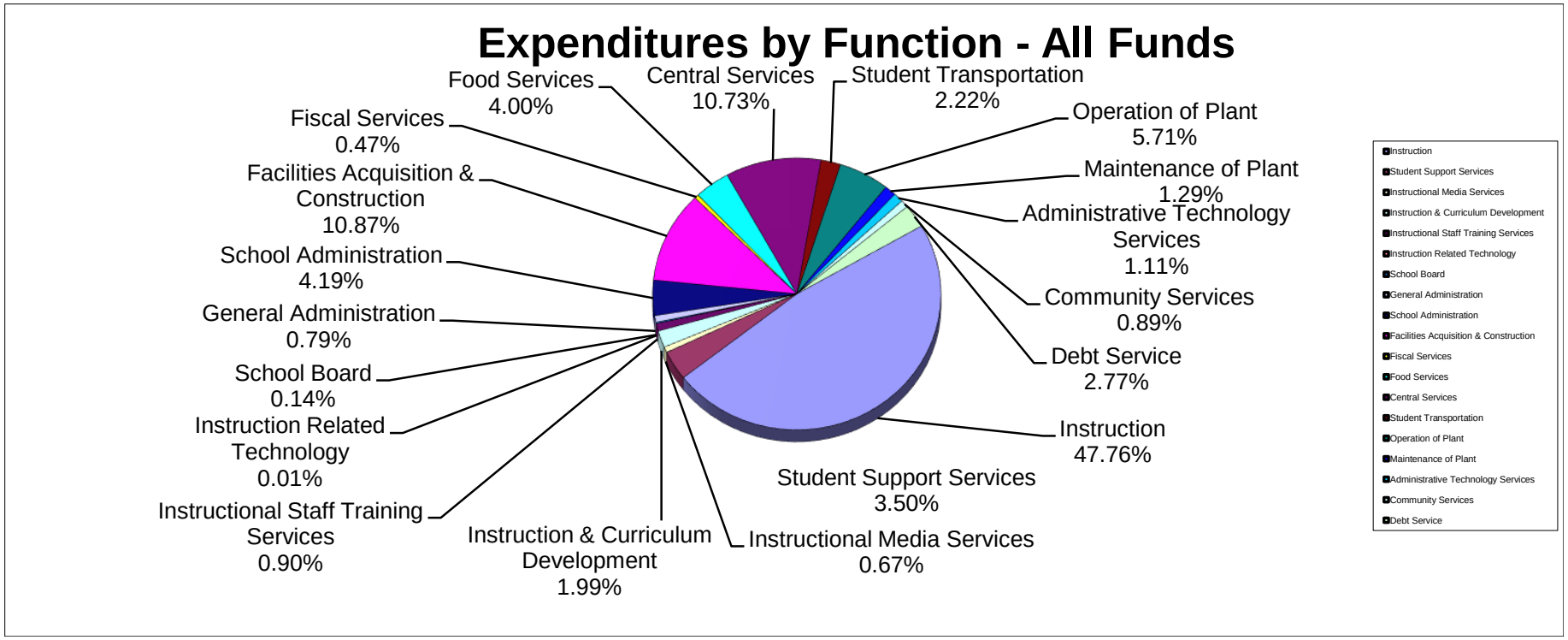
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total January 2023	Total January 2022
Assets									
Current Assets									
Cash	$ 243,747,995	$ 12,911,593	$ 177,798,816	$ 13,948,278	$ -	$ 18,830,526	$ 1,182,822	$ 468,420,030	$ 362,791,110
Taxes Receivable	-	-	-	-	-	-	-	$ -	$ -
Accounts Receivable	2,133,488	-	-	-	398	27,731	58,550	2,220,167	2,133,105
Due From/(To)	6,268,680	(296,925)	-	(2,388,047)	(3,583,708)	-		-	-
Inventory	647,384	-	-	434,766		-	-	1,082,150	912,657
Investments		44,567	-	-	-	-	-	44,567	53,101
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	72,779	-	2,189,564	2,103,631	5,712,455	-	51,167	10,129,596	13,474,284
Total Assets	**$ 252,870,326**	**$ 12,659,235**	**$ 179,988,380**	**$ 14,098,628**	**$ 2,129,145**	**$ 18,858,257**	**$ 1,292,539**	**$ 481,896,510**	**$ 379,364,257**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	21,881,228	-	-	-	-	-	-	21,881,228	15,703,653
Payroll Deductions & WH	7,543,123	-	-	-	-	-	-	7,543,123	6,440,217
Accounts Payable	1,354,436	-	890,543	393,816	167,567	1,489,295	14,923	4,310,580	9,191,079
Construction Payable	-	-	656,312	-	-	-	-	656,312	742,400
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	7	-	-	-	-	-	-	7	-
Estimated Unpaid Claims	-	-	-	-	-	13,035,286	-	13,035,286	9,968,847
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	50,000,000
Unearned Revenue		-	-	-	-	-	-	-	7,458
Deferred Revenue	49,993,055	-	1,562	124,806	1,961,578	-	-	52,081,001	45,767
Total Liabilities	80,771,849	-	1,548,417	518,622	2,129,145	14,524,581	14,923	99,507,537	92,099,421
Fund Balances									
Revenues Over (Under) Expenditures	121,710,141	769,966	53,193,979	808,881	-	(6,377,064)	332,460	170,438,363	117,664,840
Nonspendable									
Inventories	691,636	-	-	434,766	-	-	-	1,126,402	1,243,659
Restricted									
State Required Carryover	836,354	-	-	-	-	-	-	836,354	1,053,168
Food Services	-	-	-	12,336,359	-	-	-	12,336,359	6,535,010
Debt Service	-	11,889,269	-	-	-	-	-	11,889,269	12,202,979
Capital Projects	-	-	125,245,984	-	-	-	-	125,245,984	93,921,482
Other Purposes	6,105,020	-	-	-	-	10,710,740	945,156	17,760,916	25,966,496
Assigned									
Encumbrances	1,192,246	-	-	-	-	-	-	1,192,246	1,066,290
School and Local Programs	5,298,852	-	-	-	-	-	-	5,298,852	3,851,264
Unassigned	36,264,228	-	-	-	-	-	-	36,264,228	23,759,648
Total Fund Balances	172,098,477	12,659,235	178,439,963	13,580,006	-	4,333,676	1,277,616	382,388,973	287,264,836
Total Liabilities & Fund Balances	**$ 252,870,326**	**$ 12,659,235**	**$ 179,988,380**	**$ 14,098,628**	**$ 2,129,145**	**$ 18,858,257**	**$ 1,292,539**	**$ 481,896,510**	**$ 379,364,257**

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

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended January 31, 2023

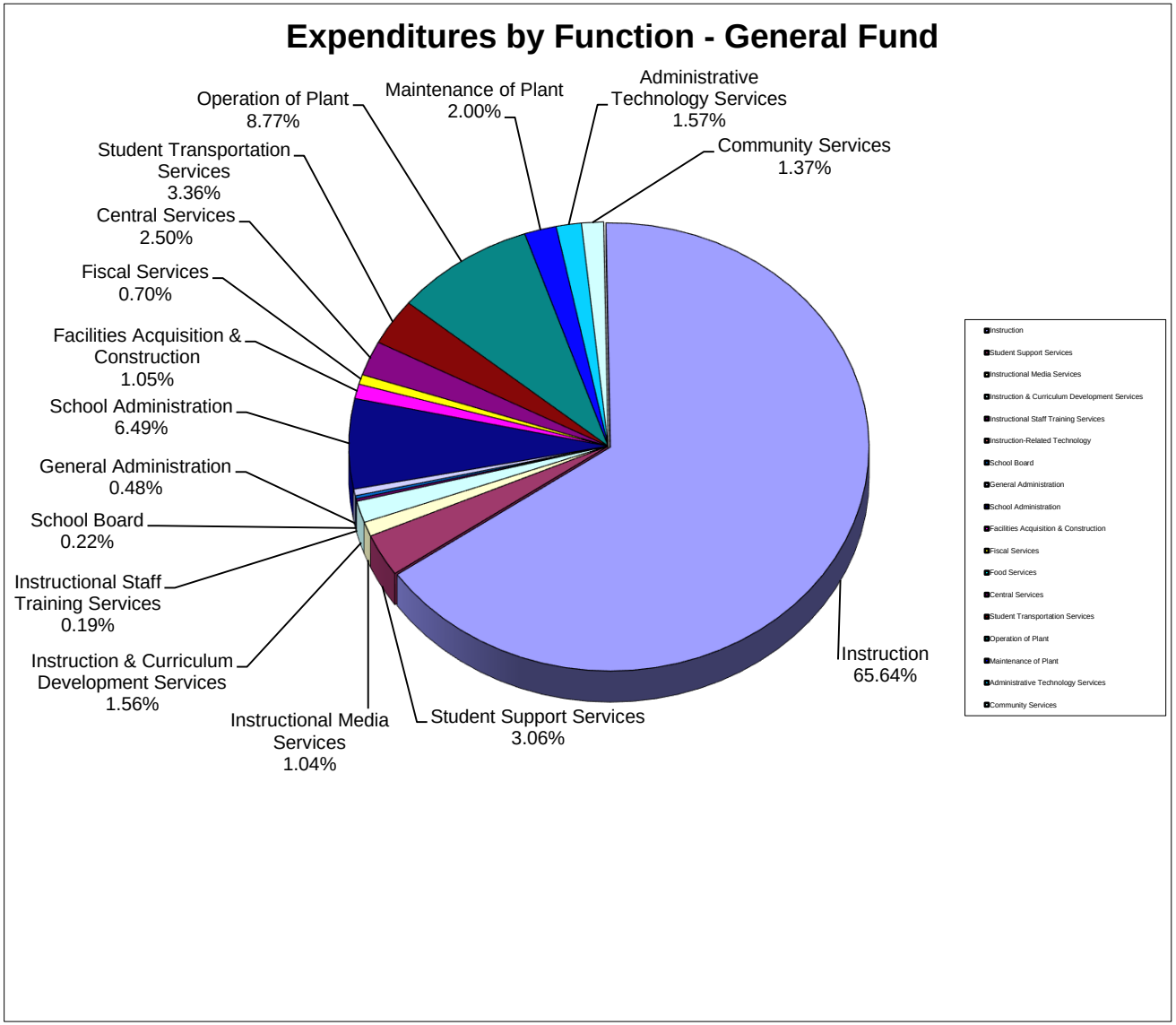
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total January 2023	Total January 2022
REVENUES									
Federal Direct	$ 358,382	$ 474,310	$ -	$ -	$ 1,498,003	$ -	$ 161,431	$ 2,492,126	$ 2,538,308
Federal Through State	1,211,930	-	-	15,270,966	47,496,475	-	-	63,979,371	53,505,190
State	109,206,936	-	5,141,041	155,054	-	-	-	114,503,031	105,814,718
Local	276,402,369	202,392	115,661,220	3,345,268	-	28,023,340	494,325	424,128,914	362,592,710
Total Revenues	387,179,617	676,702	120,802,261	18,771,288	48,994,478	28,023,340	655,756	605,103,442	524,450,926
EXPENDITURES									
Instruction	190,146,882	-	-	-	23,974,823	-	301,777	214,423,482	191,745,094
Student Support Services	8,878,308	-	-	-	6,831,529	-	18,065	15,727,902	15,266,918
Instructional Media Services	3,018,290	-	-	-	-	-	2,430	3,020,720	2,878,357
Instruction & Curriculum Development	4,528,066	-	-	-	4,405,376	-	1,024	8,934,466	7,839,963
Instructional Staff Training Services	555,825	-	-	-	3,481,055	-	-	4,036,880	3,714,832
Instruction Related Technology	(13)	-	-	-	43,180	-	-	43,167	127,478
School Board	636,801	-	-	-	-	-	-	636,801	987,507
General Administration	1,385,302	-	-	-	2,159,468	-	-	3,544,770	2,713,572
School Administration	18,805,582	-	-	-	12,327	-	-	18,817,909	18,513,707
Facilities Acquisition & Construction	3,028,692	-	45,763,302	-	-	-	-	48,791,994	47,050,761
Fiscal Services	2,033,310	-	-	-	63,045	-	-	2,096,355	1,646,983
Food Services	-	-	-	17,962,407	-	-	-	17,962,407	15,854,044
Central Services	7,236,866	-	-	-	38,844	40,900,404	-	48,176,114	40,557,889
Student Transportation	9,730,097	-	-	-	215,773	-	-	9,945,870	8,809,813
Operation of Plant	25,413,161	-	-	-	203,333	-	-	25,616,494	22,145,753
Maintenance of Plant	5,781,878	-	-	-	692	-	-	5,782,570	5,272,962
Administrative Technology Services	4,550,791	-	-	-	414,822	-	-	4,965,613	4,775,974
Community Services	3,972,569	-	-	-	640	-	-	3,973,209	3,110,099
Debt Service	24,368	12,066,427	349,423	-	-	-	-	12,440,218	13,774,380
Total Expenditures	289,726,775	12,066,427	46,112,725	17,962,407	41,844,907	40,900,404	323,296	448,936,941	406,786,086
Excess (Deficiency) of Revenue Over (Under) Expenditures	97,452,842	(11,389,725)	74,689,536	808,881	7,149,571	(12,877,064)	332,460	156,166,501	117,664,840
Other Financing Sources (Uses)									
Other Financing Sources	14,100,000	-	171,862	-	-	-	-	14,271,862	-
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	11,039,688	12,159,691	882,389	-	-	6,500,000	-	30,581,768	28,275,384
Transfers Out	(882,389)	-	(22,549,808)	-	(7,149,571)	-	-	(30,581,768)	(28,275,384)
Total Other Financing Sources (Uses)	24,257,299	12,159,691	(21,495,557)	-	(7,149,571)	6,500,000	-	14,271,862	-
Net Change in Fund Balance	121,710,141	769,966	53,193,979	808,881	-	(6,377,064)	332,460	170,438,363	117,664,840
Fund Balances, Beginning	50,388,336	11,889,269	125,245,984	12,771,125	-	10,710,740	945,156	211,950,610	169,599,996
Fund Balances, Ending	$ 172,098,477	$ 12,659,235	$ 178,439,963	$ 13,580,006	$ -	$ 4,333,676	$ 1,277,616	$ 382,388,973	$ 287,264,836

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


Expenditures by Function - All Funds
Food Services 4.00%
Central Services 10.73%
Student Transportation 2.22%
Fiscal Services 0.47%
Operation of Plant 5.71%
Facilities Acquisition & Construction 10.87%
Maintenance of Plant 1.29%
School Administration 4.19%
Administrative Technology Services 1.11%
General Administration 0.79%
Community Services 0.89%
School Board 0.14%
Debt Service 2.77%
Instruction Related Technology 0.01%
Instruction 47.76%
Instructional Staff Training Services 0.90%
Student Support Services 3.50%
Instruction & Curriculum Development 1.99%
Instructional Media Services 0.67%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	$ 358,382	$ (315,418)	53%	$ 339,352
Miscellaneous Federal Direct	4,395	4,395	-	(4,395)	0%	29,394
Total Federal Direct	678,195	678,195	358,382	(319,813)	53%	368,746
Federal Through State:						
Vocational Education Act	-	22,000	5,500	(16,500)	25%	-
Medicaid	1,300,000	800,000	308,027	(491,973)	39%	287,915
Individuals with Disabilities	-	299,375	175,215	(124,160)	59%	44,735
Educational Stabilization K-12	-	-	-	-		(10,990)
Educational Stabilization VPK	-	-	247,500	247,500		-
Miscellaneous Federal Through State	-	1,957,276	475,688	(1,481,588)	24%	412,614
Total Federal Through State	1,300,000	3,078,651	1,211,930	(1,866,721)	39%	734,274
State:						
Florida Education Finance Program (FEFP)	138,320,516	117,392,758	69,233,886	(48,158,872)	59%	64,390,028
Workforce Development	9,687,398	9,687,398	5,650,988	(4,036,410)	58%	5,519,493
Workforce Education Performance Incentive	355,000	203,587	101,793	(101,794)	50%	184,216
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	215,558	(124,923)	63%	233,426
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,982,207	51,015,963	29,745,246	(21,270,717)	58%	28,966,265
Florida School Recognition Funds	-	2,619,231	2,619,231	-	100%	-
Voluntary Prekindergarten Program	1,850,000	1,850,000	1,286,563	(563,437)	70%	891,328
Other Miscellaneous State Revenue	50,240	350,831	353,671	2,840	101%	673,430
Total State	201,613,842	183,488,249	109,206,936	(74,281,313)	60%	100,858,186
Local:						
District School Taxes	289,112,841	289,112,841	259,808,992	(29,303,849)	90%	222,220,537
Lease Revenue	100,000	126,000	112,236	(13,764)	89%	68,320
Interest on Investments	375,825	3,560,820	3,560,820	-	100%	82,751
Student and Adult a la Carte	-	-	-	-		64,448
Catering/Specials	-	-	-	-		1,673
Net Increase (Decrease) in Fair Value	-	235	235	-	100%	(100,948)
Gifts, Grants and Bequests	-	1,500	1,500	-	100%	950
Vending Sales	-	-	448	448		39
Student Fees:						
Adult Gen Ed Course Fees	-	85,880	85,880	-	100%	35,783
Post Secondary Vocational Ed Course Fees	3,066,324	1,999,796	1,849,428	(150,368)	92%	2,101,804
Continuing Workforce Education Course Fees	175,000	130,616	72,305	(58,311)	55%	66,241
Capital Improvement Fees	128,130	138,595	136,244	(2,351)	98%	133,281
Post Secondary Lab Fees	-	972,256	951,501	(20,755)	98%	993,836
Lifelong Learning Fees	-	2,140	2,140	-	100%	3,280
GED Testing Fees	-	5,875	5,875	-	100%	5,330
Other Student Fees	662,401	716,893	589,804	(127,089)	82%	748,817
Other Fees:						
Preschool Program Fees	-	700,000	488,900	(211,100)	70%	403,036
School Age Child Care Fees	6,450,000	5,750,000	3,736,794	(2,013,206)	65%	3,385,279
Other Schools, Courses and Classes Fees	10,000	17,069	7,069	(10,000)	41%	6,772
Miscellaneous Local:						
Bus Fees	38,600	91,295	91,295	-	100%	6,707
Transportation Services Rendered for School Activ	65,900	75,857	75,857	-	100%	43,110
Sale of Junk	100,000	63,498	63,498	-	100%	52,442
Receipt of Federal Indirect Cost Rate	2,000,000	2,019,399	2,160,029	140,630	107%	1,392,036
Other Miscellaneous Local Sources	2,260,088	3,253,282	1,726,979	(1,526,303)	53%	1,555,075
Refund of Prior Year's Expenditures	-	(217,239)	(217,239)	-	100%	13,535
Collections for Lost, Damaged and Sold Textbooks	-	121	121	-	100%	9,500
Receipt of Food Service Indirect Costs	1,667,800	1,667,800	1,091,658	(576,142)	65%	945,536
Total Local	306,212,909	310,274,529	276,402,369	(33,872,160)	89%	234,239,170
Total Revenues	509,804,946	497,519,624	387,179,617	(110,340,007)	78%	336,200,376
Expenditures (by Function)						
Current:						
Instruction	367,405,153	348,734,259	190,146,882	158,587,377	55%	175,981,094
Student Support Services	15,896,764	16,053,935	8,878,308	7,175,627	55%	8,718,297
Instructional Media Services	5,284,197	5,311,587	3,018,290	2,293,297	57%	2,875,044
Instruction & Curriculum Development Services	8,181,351	8,444,592	4,528,066	3,916,526	54%	4,237,836
Instructional Staff Training Services	1,167,629	1,302,499	555,825	746,674	43%	1,039,309
Instruction-Related Technology	572	572	(13)	585	-2%	79,845
School Board	1,541,404	1,601,404	636,801	964,603	40%	987,507
General Administration	3,024,859	3,016,742	1,385,302	1,631,440	46%	1,329,255
School Administration	35,202,370	34,721,553	18,805,582	15,915,971	54%	18,513,707
Facilities Acquisition & Construction	5,465,344	5,715,607	3,028,692	2,686,915	53%	2,875,725
Fiscal Services	3,612,464	4,143,044	2,033,310	2,109,734	49%	1,608,134
Food Services	-	-	-	-		117,753
Central Services	13,047,769	13,295,796	7,236,866	6,058,930	54%	6,705,178
Student Transportation Services	18,988,802	21,191,423	9,730,097	11,461,326	46%	8,802,440
Operation of Plant	43,950,215	48,543,535	25,413,161	23,130,374	52%	21,693,492
Maintenance of Plant	10,202,211	10,404,609	5,781,878	4,622,731	56%	5,272,962
Administrative Technology Services	8,526,490	8,613,755	4,550,791	4,062,964	53%	4,766,886
Community Services	5,834,737	6,772,289	3,972,569	2,799,720	59%	3,110,099
Debt Service	65,500	65,500	24,368	41,132	37%	24,000
Total Expenditures	547,397,831	537,932,701	289,726,775	248,205,926	54%	268,738,563
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,592,885)	(40,413,077)	97,452,842	137,865,919		67,461,813
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	14,100,000	14,100,000	-	100%	-
Transfers In:						
From Capital Project Funds	19,264,266	18,509,319	10,390,117	(8,119,202)	56%	10,424,556
From Special Revenue Funds	-	2,707,966	649,571	(2,058,395)	24%	3,105,622
Transfers Out:						
To Capital Project Funds	-	(882,389)	(882,389)	-	100%	-
Total Other Financing Sources (Uses)	19,264,266	34,434,896	25,139,688	(10,177,597)	73%	13,530,178
Net Change in Fund Balance	(18,328,619)	(5,978,181)	121,710,141	127,688,322		80,991,991
Fund Balance, Beginning	50,388,336	50,388,336	50,388,336	-		42,260,186
Nonspendable	691,636	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	31,368,081	44,410,155		-		-
Fund Balance, Ending	$ 32,059,717	$ 44,410,155	$ 172,098,477	$ 127,688,322		$ 123,252,177

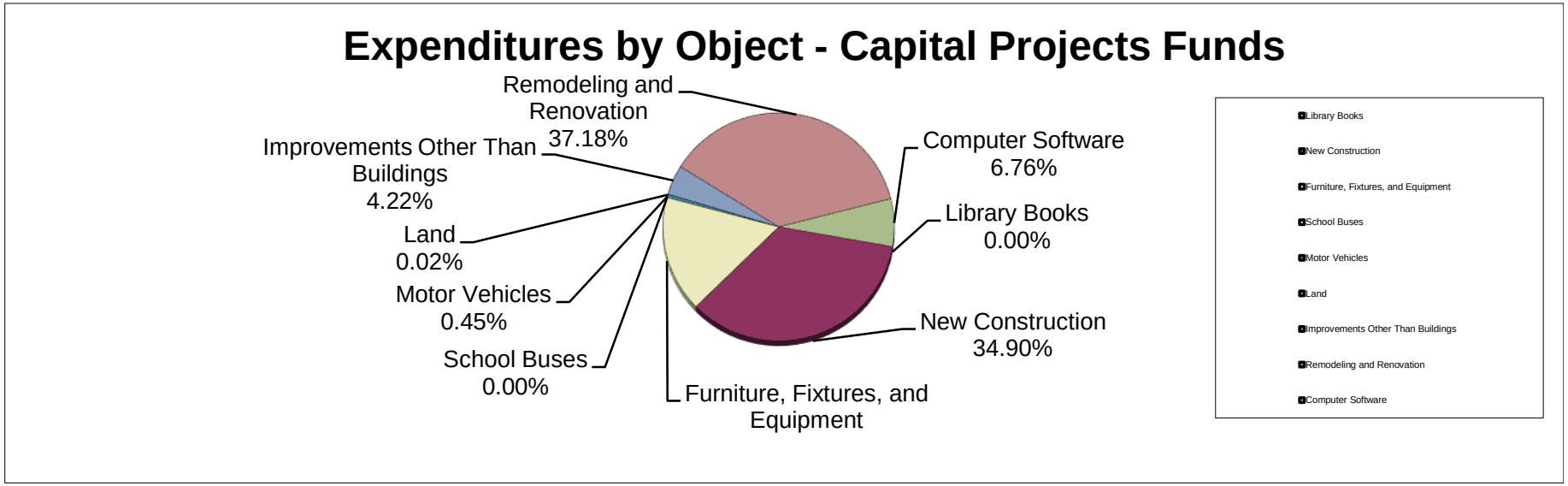

Expenditures by Function - General Fund
Operation of Plant 8.77%
Maintenance of Plant 2.00%
Administrative Technology Services 1.57%
Community Services 1.37%
Student Transportation Services 3.36%
Central Services 2.50%
Fiscal Services 0.70%
Facilities Acquisition & Construction 1.05%
School Administration 6.49%
General Administration 0.48%
School Board 0.22%
Instructional Staff Training Services 0.19%
Instruction & Curriculum Development Services 1.56%
Instructional Media Services 1.04%
Student Support Services 3.06%
Instruction 65.64%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development Services
Instructional Staff Training Services
Instruction-Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 474,310	$ (531,650)	47%	$ 474,310
Total Federal Direct	1,005,960	1,005,960	474,310	(531,650)		474,310
State:						
CO&DS Withheld for Bonds	415,740	415,740	-	(415,740)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	415,740	415,740	-	(415,740)	0%	-
Local:						
Interest on Investments	-	229,133	233,662	4,529	102%	215,741
Net Increase (Decrease) in the Fair Value	220,000	57	(31,270)	(31,327)	-54860%	(3,011)
Total Local	220,000	229,190	202,392	(26,798)	88%	212,730
Total Revenues	1,641,700	1,650,890	676,702	(974,188)	41%	687,040
EXPENDITURES						
Current:						
Redemption of Principal	20,988,327	18,037,244	7,415,000	10,622,244	41%	8,387,454
Interest	11,909,515	11,827,298	4,639,167	7,188,131	39%	4,973,888
Dues and Fees	18,301	16,304	12,260	4,044	75%	10,451
Other Debt Service	-	-	-	-		-
Total Debt Service	32,916,143	29,880,846	12,066,427	17,814,419	40%	13,371,793
Total Expenditures	32,916,143	29,880,846	12,066,427	17,814,419	40%	13,371,793
Excess (Deficiency) of Revenues Over (Under) Expenditures	(31,274,443)	(28,229,956)	(11,389,725)	16,840,231		(12,684,753)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	31,494,443	28,459,143	12,159,691	(16,299,452)	43%	12,245,206
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	31,494,443	28,459,143	12,159,691	(16,299,452)		12,245,206
Total Other Financing Sources (Uses)	31,494,443	28,459,143	12,159,691	(16,299,452)	43%	12,245,206
Net Change in Fund Balances	220,000	229,187	769,966	540,779		(439,547)
Fund Balances, Beginning	11,889,269	11,889,269	11,889,269	-		12,202,979
Fund Balances, Ending	$ 12,109,269	$ 12,118,456	$ 12,659,235	$ 540,779		$ 11,763,432

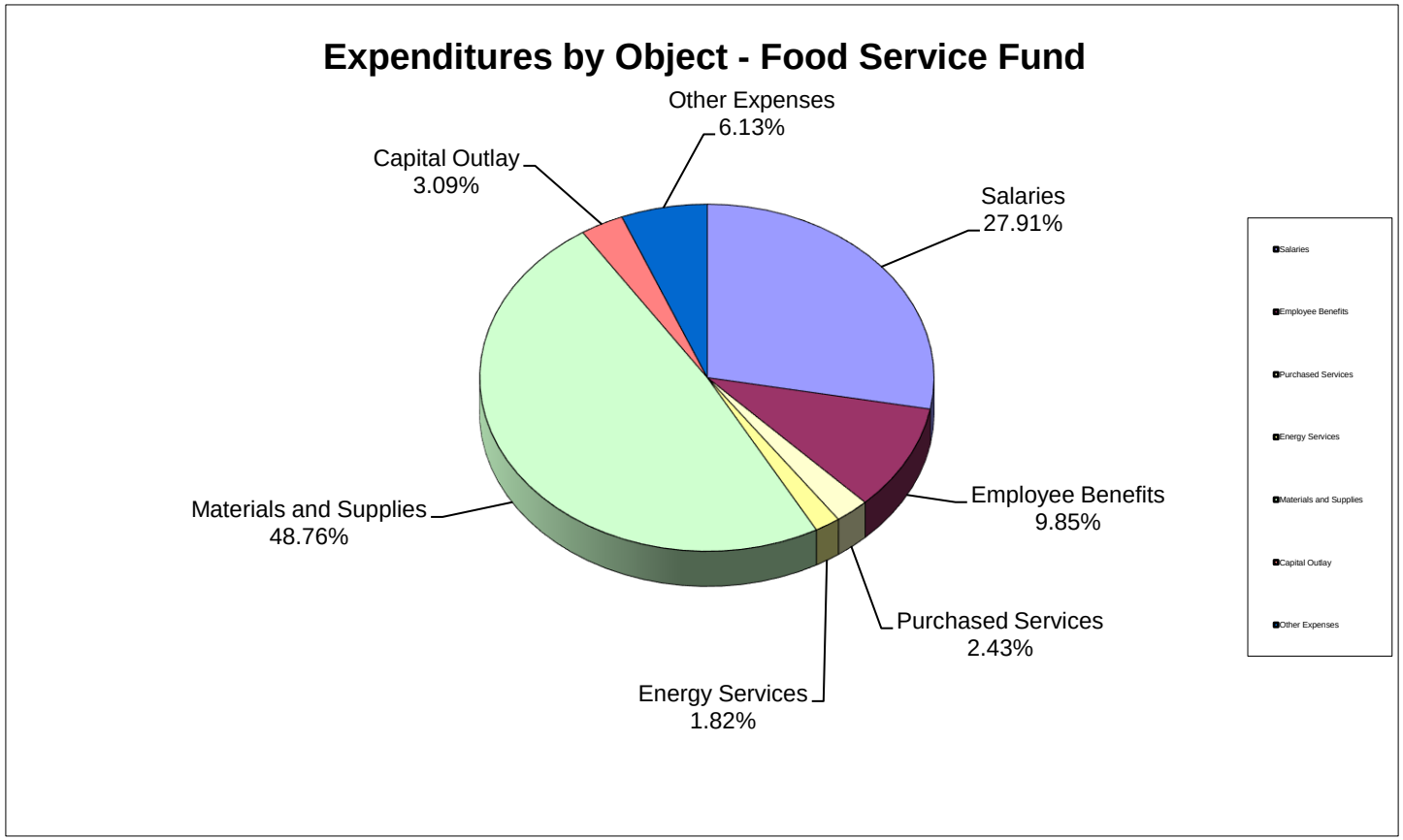
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
State:						
CO&DS Distributed	$ 1,442,884	$ 1,442,884	$ -	$ (1,442,884)	0%	$ -
Interest on CO&DS	30,699	30,699	-	(30,699)	0%	-
Public Education Capital Outlay PECO	1,880,296	1,880,296	1,880,296	-	100%	2,000,000
Charter School Cap Outlay PECO	3,868,382	4,068,435	2,044,981	(2,023,454)	50%	2,207,650
Other Miscellaneous State Revenue	1,215,764	1,215,764	1,215,764	-	100%	748,882
Total State Sources	8,438,025	8,638,078	5,141,041	(3,497,037)	60%	4,956,532
Local:						
District Capital Taxes	86,353,895	86,353,895	77,595,805	(8,758,090)	90%	62,000,258
Local Sales Tax	46,935,684	46,935,684	20,647,066	(26,288,618)	44%	18,727,147
Interest on Investments	20,000	670,000	826,465	156,465	123%	15,461
Other Miscellaneous Local Sources	79,875	79,875	23,658	(56,217)	30%	17,752
Impact Fees	31,150,906	31,150,906	16,568,226	(14,582,680)	53%	15,838,445
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	164,540,360	165,190,360	115,661,220	(49,529,140)	70%	96,599,063
Total Revenues	172,978,385	173,828,438	120,802,261	(53,026,177)	69%	101,555,595
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	262,783,422	260,455,384	15,458,447	244,996,937	6%	13,263,066
Furniture, Fixtures, and Equipment	16,225,355	18,879,318	7,296,642	11,582,676	39%	6,530,747
School Buses	1,496,676	1,585,757	-	1,585,757	0%	27,867
Motor Vehicles	992,009	1,018,675	200,906	817,769	20%	133,672
Land	1,850,000	1,850,000	10,000	1,840,000	1%	-
Improvements Other Than Buildings	6,401,345	6,397,273	1,867,830	4,529,443	29%	4,689,926
Remodeling and Renovation	67,478,895	69,813,838	16,468,383	53,345,455	24%	16,041,616
Computer Software	3,480,382	3,456,474	2,992,195	464,279	87%	2,381,488
Total Capital Outlay	360,708,084	363,456,719	44,294,403	319,162,316	12%	43,068,382
Other Expenses:						
Charter School Capital Outlay Sales Tax	4,479,006	4,042,475	1,468,899	2,573,576	36%	1,106,654
Total Other Expenses	4,479,006	4,042,475	1,468,899	2,573,576		1,106,654
Debt Service:						
Redemption of Principal	1,603,998	1,603,998	341,144	1,262,854	21%	361,718
Interest	72,955	72,954	8,279	64,675	11%	16,619
Dues and Fees	-	-	-	-		250
Total Debt Service	1,676,953	1,676,952	349,423	1,327,529	21%	378,587
Total Expenditures	366,864,043	369,176,146	46,112,725	323,063,421	12%	44,553,623
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,885,658)	(195,347,708)	74,689,536	270,037,244		57,001,972
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	130,000,000	130,000,000	-	130,000,000	0%	-
Proceeds of Lease-Purchase Agreements	171,862	171,862	171,862	-	100%	-
Transfers In:						
From General Fund	-	882,389	882,389	-	100%	-
Transfers Out:						
To General Fund	(19,264,266)	(18,509,319)	(10,390,117)	(8,119,202)	56%	(10,424,556)
To Debt Service	(31,494,443)	(28,459,143)	(12,159,691)	(16,299,452)	43%	(12,245,206)
Total Transfers	(50,758,709)	(46,968,462)	(22,549,808)	(24,418,654)		(22,669,762)
Total Other Financing Sources (Uses)	79,413,153	84,085,789	(21,495,557)	(105,581,346)	-26%	(22,669,762)
Net Change in Fund Balances	(114,472,505)	(111,261,919)	53,193,979	164,455,898		34,332,210
Fund Balances, Beginning	125,245,984	125,245,984	125,245,984	-		93,921,482
Fund Balances, Ending	$ 10,773,479	$ 13,984,065	$ 178,439,963	$ 164,455,898		$ 128,253,692


Expenditures by Object - Capital Projects Funds
Remodeling and Renovation 37.18%
Improvements Other Than Buildings 4.22%
Land 0.02%
Motor Vehicles 0.45%
School Buses 0.00%
Furniture, Fixtures, and Equipment
New Construction 34.90%
Library Books 0.00%
Computer Software 6.76%
Library Books
New Construction
Furniture, Fixtures, and Equipment
School Buses
Motor Vehicles
Land
Improvements Other Than Buildings
Remodeling and Renovation
Computer Software

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	$ -	$ -		$ 23,519
School Lunch Reimbursement	16,821,700	16,821,700	9,292,868	(7,528,832)	55%	13,566,102
School Breakfast Reimbursement	5,700,800	5,700,800	3,128,168	(2,572,632)	55%	3,772,009
After-School Snack Reimbursement	400,000	400,000	55,409	(344,591)	14%	-
Child Care Food Program	420,000	420,000	586,858	166,858	140%	563,926
USDA Donated Commodities	2,150,000	2,150,000	-	(2,150,000)	0%	-
Cash n Lieu of Donated	35,000	35,000	43,735	8,735	125%	24,525
Summer Food Service Program	625,000	625,000	376,559	(248,441)	60%	405,178
Other Food Service Revenue	890,511	890,511	1,787,369	(896,858)	201%	48,424
Total Federal Through State	27,043,011	27,043,011	15,270,966	(13,565,761)	56%	18,403,683
State:						
School Breakfast Supplement	140,000	140,000	72,607	(67,393)	52%	-
School Lunch Supplement	170,000	170,000	82,447	(87,553)	48%	-
Other Miscellaneous State	-	-	-	-		-
Total State	310,000	310,000	155,054	(154,946)	50%	-
Local:						
Interest on Investments	10,000	10,000	197,062	187,062	1971%	6,015
Student Lunches	4,315,900	4,315,900	2,015,763	(2,300,137)	47%	-
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	175,000	175,000	63,432	(111,568)	36%	66,643
Student/Adult Ala Carte	1,900,000	1,903,000	971,598	(931,402)	51%	748,048
Catering/Special	48,000	45,000	11,024	(33,976)	24%	12,669
Other Food Sales	-	-	(8)	(8)		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(906)	(906)		2,145
Sale of Junk	-	1,330	1,499	169	113%	
Other Miscellaneous Local Sources	75,000	75,000	85,110	10,110	113%	43,779
Refund of Prior Year Expense	-	694	694	-	100%	-
Total Local	6,523,900	6,525,924	3,345,268	(3,180,656)	51%	879,299
Total Revenues	33,876,911	33,878,935	18,771,288	(16,901,363)	55%	19,282,982
EXPENDITURES						
Current:						
Salaries	10,875,119	7,741,209	5,013,090	2,728,119	65%	4,243,479
Employee Benefits	-	3,133,910	1,769,262	1,364,648	56%	1,636,293
Purchased Services	-	899,785	437,091	462,694	49%	369,859
Energy Services	4,880,736	605,000	327,389	277,611	54%	262,470
Materials and Supplies	16,635,947	18,249,299	8,759,310	9,489,989	48%	7,890,400
Capital Outlay	1,284,364	1,276,964	554,408	722,556	43%	378,054
Other Expenses	-	1,770,000	1,101,857	668,143	62%	955,736
Total Food Service	33,676,166	33,676,167	17,962,407	15,713,760	53%	15,736,291
Total Expenditures	33,676,166	33,676,167	17,962,407	15,713,760	53%	15,736,291
Net Change in Fund Balance	200,745	202,768	808,881	606,113		3,546,691
Fund Balance, Beginning	12,771,125	12,771,125	12,771,125	-		6,913,448
Fund Balance, Ending	$ 12,971,870	$ 12,973,893	$ 13,580,006	$ 606,113		$ 10,460,139

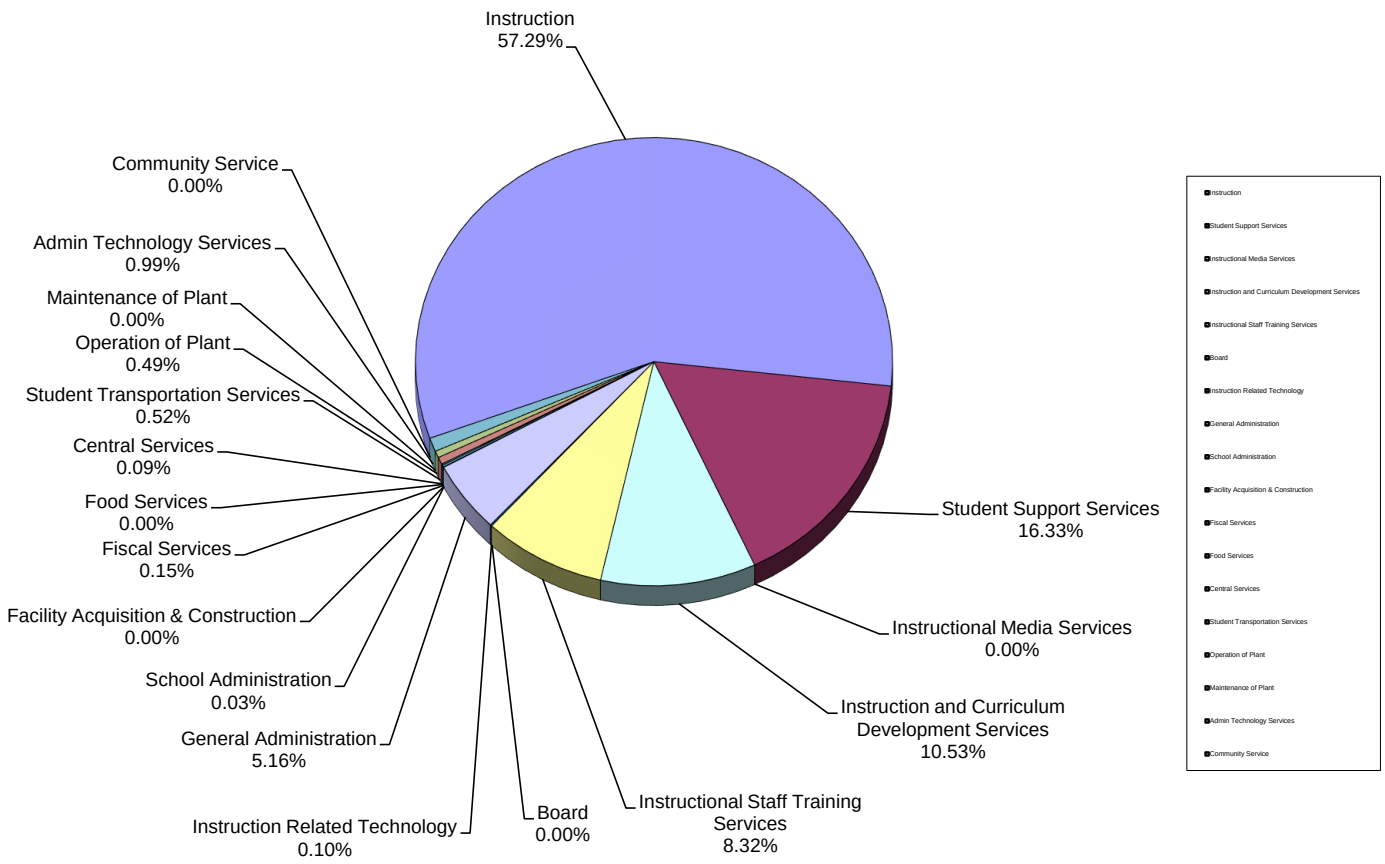

Expenditures by Object - Food Service Fund
Other Expenses
6.13%
Capital Outlay
3.09%
Salaries
27.91%
Materials and Supplies
48.76%
Employee Benefits
9.85%
Purchased Services
2.43%
Energy Services
1.82%
Salaries
Employee Benefits
Purchased Services
Energy Services
Materials and Supplies
Capital Outlay
Other Expenses

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	-		$ -
Pell	-	1,054,090	1,052,179	1,911	100%	1,000,922
Miscellaneous Federal Direct	89,711	832,064	445,824	386,240	54%	549,904
Total Federal Direct	89,711	1,886,154	1,498,003	388,151	79%	1,550,826
Federal Through State:						
Career and Technical Education	-	916,434	258,401	658,033	28%	469,836
Teacher/Principal Training & Recruiting	-	1,796,599	813,061	983,538	45%	861,498
Adult Migrant Education	-	290,215	182,200	108,015	63%	191,232
Eng Lit and Civics Education	-	205,193	129,372	75,821	63%	59,038
Individuals with Disabilities Education Act	12,205,278	15,953,029	6,161,306	9,791,723	39%	6,200,907
Elementary and Secondary Education Act Title I	12,986,966	17,125,179	8,834,408	8,290,771	52%	7,196,687
Language Instruction Title III	-	1,481,016	959,491	521,525	65%	700,272
Adult General Education	-	558,328	365,734	192,594	66%	325,198
21st Century Schools - Title IV	-	1,359,450	336,531	1,022,919	25%	441,254
Educational Stabilization Funds - K-12	-	768,416	28,375,044	(27,606,628)	3693%	16,931,342
Educational Stabilization Funds - Workforce		-	948,013	(948,013)		867,576
Educational Stabilization Funds - VPK		-	11,759	(11,759)		-
Other Federal Through State	-	2,168,078	121,155	2,046,923	6%	122,393
Total Federal Through State	25,192,244	42,621,937	47,496,475	(4,874,538)	111%	34,367,233
Total Revenues	25,281,955	44,508,091	48,994,478	(4,486,387)	110%	35,918,059
EXPENDITURES						
Current:						
Instruction	18,581,754	24,542,568	23,974,823	567,745	98%	15,548,288
Student Support Services	759,769	2,962,902	6,831,529	(3,868,627)	231%	6,545,314
Instructional Media Services	-	-	-	-		-
Instruction and Curriculum Development Services	1,679,147	8,423,072	4,405,376	4,017,696	52%	3,602,127
Instructional Staff Training Services	3,674,976	6,794,454	3,481,055	3,313,399	51%	2,675,523
Board	-	-	-	-		-
Instruction Related Technology	1,578	77,255	43,180	34,075	56%	47,633
General Administration	544,154	1,524,602	2,159,468	(634,866)	142%	1,384,317
School Administration	-	2,722	12,327	(9,605)	453%	-
Facility Acquisition & Construction	-	-	-	-		-
Fiscal Services	-	44,000	63,045	(19,045)	143%	38,849
Food Services	-	-	-	-		-
Central Services	-	221,260	38,844	182,416	18%	1,664
Student Transportation Services	40,577	(1,451,254)	215,773	(1,667,027)	-15%	7,373
Operation of Plant	-	(1,483,965)	203,333	(1,687,298)	-14%	452,261
Maintenance of Plant	-	-	692	(692)		-
Admin Technology Services	-	(673,152)	414,822	(1,087,974)	-62%	9,088
Community Services	-	-	640	(640)		-
Total Expenditures	25,281,955	40,984,464	41,844,907	(860,443)	102%	30,312,437
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,523,627	7,149,571	(3,625,944)		5,605,622
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	3,576,373	(649,571)	4,225,944	-18%	(3,105,622)
To Internal Service Fund	-	(7,100,000)	(6,500,000)	(600,000)	92%	(2,500,000)
Total Other Financing Sources (Uses)	-	(3,523,627)	(7,149,571)	3,625,944		(5,605,622)
Net Change in Fund Balance	-	-	-	-		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	$ -	$ -		$ -

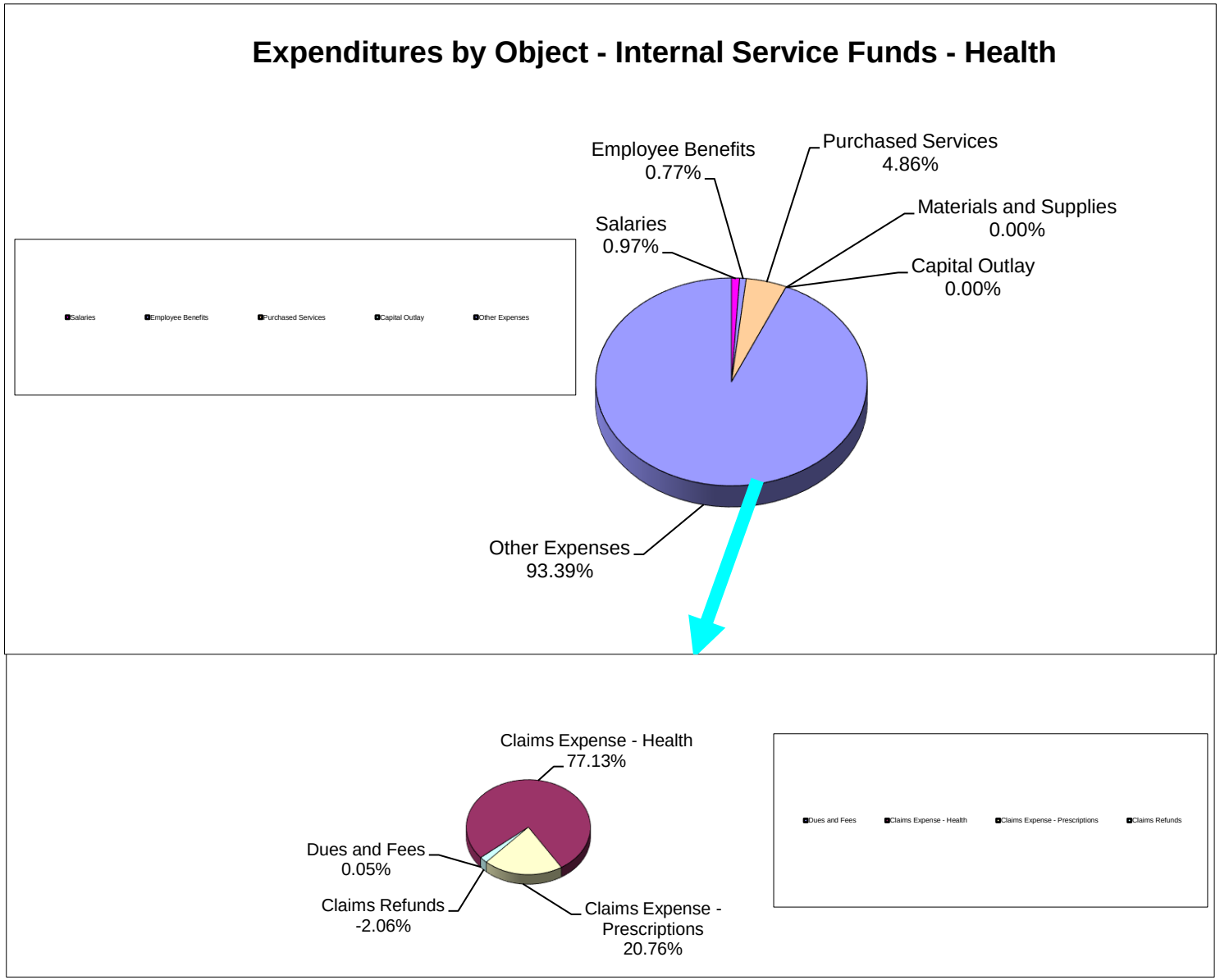
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



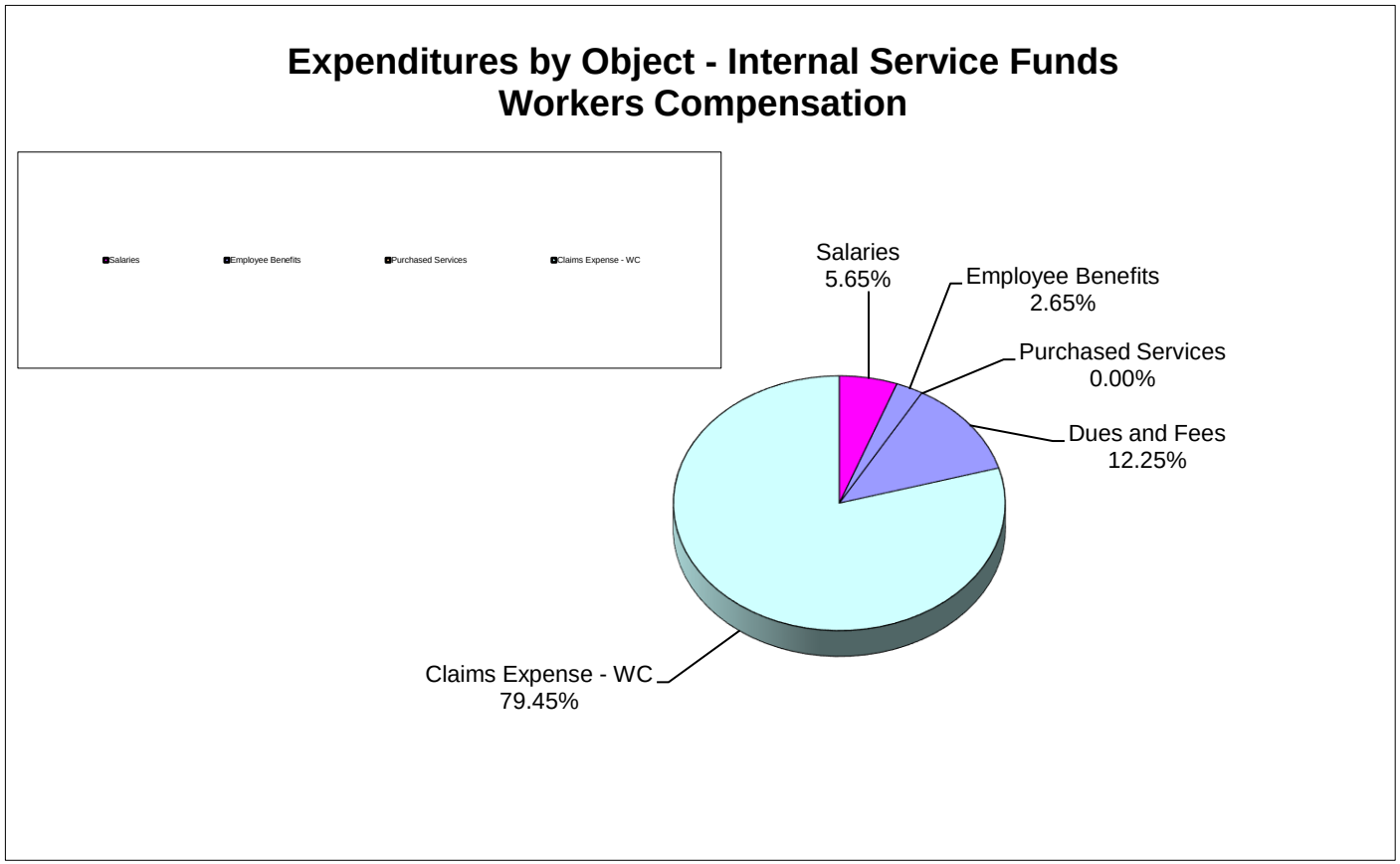
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 47,461,000	$ 34,125,000	$ 18,704,024	$ (15,420,976)	55%	$ 20,417,867
Premium - Employee	-	11,486,000	6,632,652	(4,853,348)	58%	7,110,616
Premium - Retiree	-	1,450,000	745,520	(704,480)	51%	782,462
Premium - Leave/COBRA	-	400,000	223,816	(176,184)	56%	276,783
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	47,461,000	47,461,000	26,306,012	(21,154,988)	55%	28,587,728
Total Revenues	47,461,000	47,461,000	26,306,012	(21,154,988)	55%	28,587,728
EXPENDITURES						
Operating Expenditures:						
Salaries		637,641	380,824	256,817	60%	353,312
Employee Benefits		469,459	303,121	166,338	65%	115,519
Purchased Services	4,472,852	3,408,258	1,906,558	1,501,700	56%	1,583,964
Materials and Supplies	-	3,500	1,342	2,158	38%	1,550
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	-	40,000	20,601	19,399	52%	19,782
Subs for ATD	-	-	-	-		-
Claims Expense - Health	47,725,584	35,990,320	29,454,539	6,535,781	82%	22,377,243
Claims Expense - Prescriptions	-	12,135,069	7,927,017	4,208,052	65%	8,145,753
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(435,069)	(786,752)	351,683	181%	(95,446)
Total Other Expenses	47,725,584	47,730,320	36,615,405	11,114,915	77%	30,447,332
Total Expenditures	52,198,436	52,249,178	39,207,250	13,041,928	75%	32,501,677
Operating Income (Loss)	(4,737,436)	(4,788,178)	(12,901,238)	(8,113,060)		(3,913,949)
Transfers In:						
From Special Revenue		7,100,000	6,500,000	600,000		2,500,000
Change in Net Position	(4,737,436)	2,311,822	(6,401,238)	(8,713,060)		(1,413,949)
Net Position, Beginning	8,444,558	8,444,558	8,444,558	-		11,678,999
Net Position, Ending	$ 3,707,122	$ 10,756,380	$ 2,043,320	$ (8,713,060)		$ 10,265,050


Expenditures by Object - Internal Service Funds - Health
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Employee Benefits
0.77%
Purchased Services
4.86%
Materials and Supplies
0.00%
Salaries
0.97%
Capital Outlay
0.00%
Other Expenses
93.39%
Claims Expense - Health
77.13%
Dues and Fees
0.05%
Claims Refunds
-2.06%
Claims Expense -
Prescriptions
20.76%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

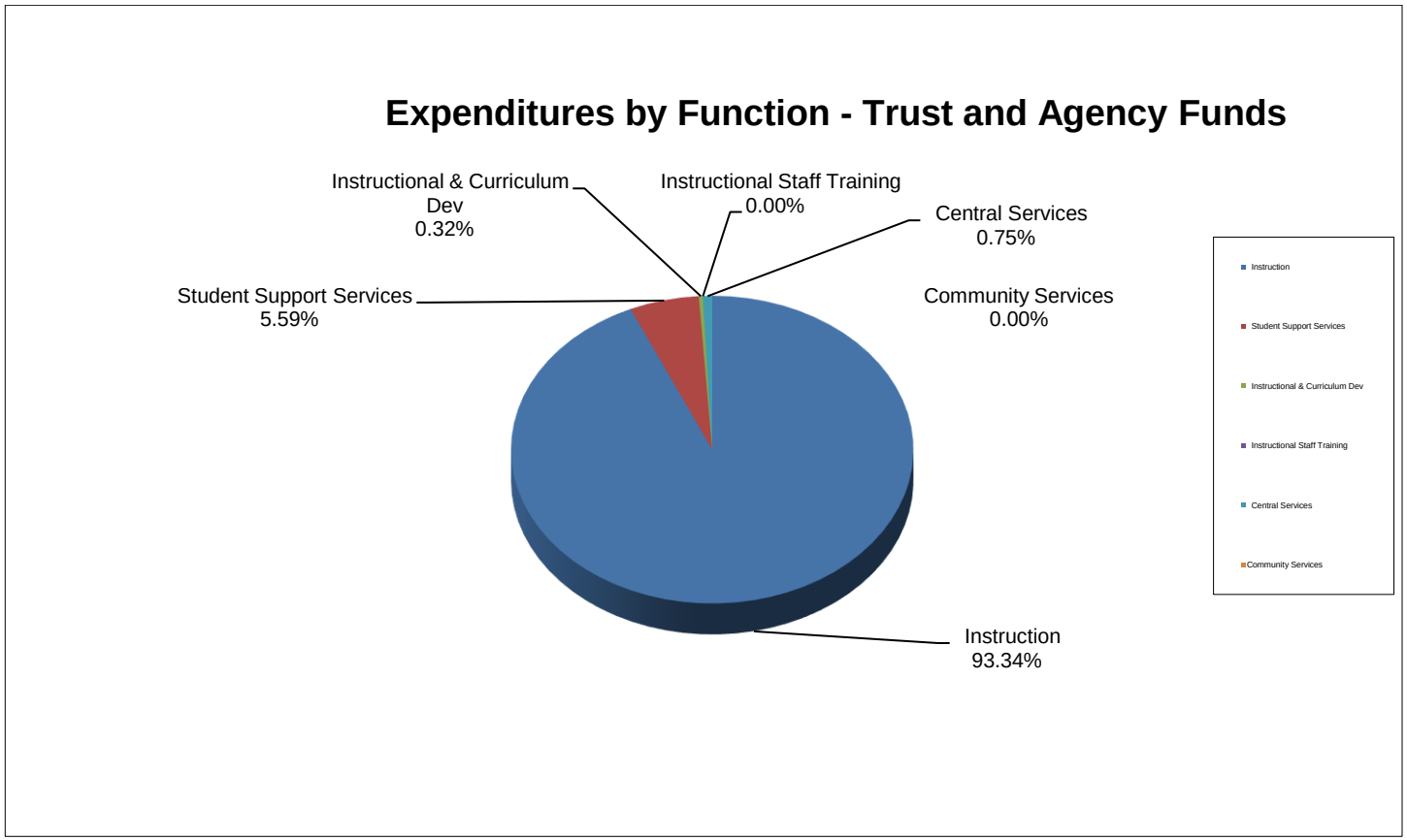
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Workers Compensation
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 2,570,000	$ 2,570,000	$ 1,717,328	$ (852,672)	67%	$ 1,612,396
Total Operating Revenues	2,570,000	2,570,000	1,717,328	(852,672)	67%	1,612,396
Total Revenues	2,570,000	2,570,000	1,717,328	(852,672)	67%	1,612,396
EXPENDITURES						
Operating Expenditures:						
Salaries	-	218,094	95,613	122,481	44%	102,538
Employee Benefits	-	85,313	44,837	40,476	53%	40,861
Purchased Services	624,472	-	-	-		-
Other Expenses:						
Dues and Fees	-	330,336	207,465	122,871	63%	208,987
Claims Expense - Workers' Comp	2,345,000	2,500,000	1,362,640	1,137,360	55%	1,141,560
Claims Refund	-	(155,000)	(17,401)	(137,599)	11%	(144,576)
Total Other Expenses	2,345,000	2,675,336	1,552,704	1,122,632	58%	1,205,971
Total Expenditures	2,969,472	2,978,743	1,693,154	1,285,589	57%	1,349,370
Operating Income (Loss)	(399,472)	(408,743)	24,174	432,917		263,026
Change in Net Position	(399,472)	(408,743)	24,174	432,917		263,026
Net Position, Beginning	2,266,182	2,266,182	2,266,182	-		2,022,148
Net Position, Ending	$ 1,866,710	$ 1,857,439	$ 2,290,356	$ 432,917		$ 2,285,174


Expenditures by Object - Internal Service Funds
Workers Compensation
Salaries
Employee Benefits
Purchased Services
Claims Expense - WC
Salaries
5.65%
Employee Benefits
2.65%
Purchased Services
0.00%
Dues and Fees
12.25%
Claims Expense - WC
79.45%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended January 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual January 2022
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 215,000	$ 161,431	$ (53,569)	75%	$ 144,426
Total Federal Direct	215,000	215,000	161,431	(53,569)	75%	144,426
Local:						
Gifts, Grants, & Bequests	-	20,870	20,870	-	100%	1,266
Financial Aid Fees	256,259	277,191	272,489	(4,702)	98%	266,563
Other Miscellaneous Local Sources	150,000	200,966	200,966	-	100%	194,495
Total Local	406,259	499,027	494,325	(4,702)	99%	462,324
Total Revenues	621,259	714,027	655,756	(58,271)	92%	606,750
EXPENDITURES						
Instruction	1,500,635	1,573,483	301,777	1,271,706	19%	215,712
Student Support Services	37,876	52,918	18,065	34,853	34%	3,307
Instructional & Curriculum Dev	-	1,328	1,024	304	77%	-
Instructional Staff Training	-	-	-	-		-
General Administration	50	15,150	-	15,150	0%	-
Central Services	12,804	12,804	2,430	10,374	19%	3,313
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Community Services	-	3,500	-	3,500	0%	-
Total Expenditures	1,551,365	1,659,183	323,296	1,335,887	19%	222,332
Change in Net Position	(930,106)	(945,156)	332,460	1,277,616		384,418
Net Position, Beginning	945,156	945,156	945,156	-		600,754
Net Position, Ending	$ 15,050	$ -	$ 1,277,616	$ 1,277,616		$ 985,172


Expenditures by Function - Trust and Agency Funds
Instructional & Curriculum Dev
0.32%
Instructional Staff Training
0.00%
Central Services
0.75%
Student Support Services
5.59%
Community Services
0.00%
Instruction
93.34%
Instruction
Student Support Services
Instructional & Curriculum Dev
Instructional Staff Training
Central Services
Community Services

AGENDA ITEM NO. 5.3

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through January 31, 2023

Executive Summary
Unaudited year-to-date financial statements of the Charter Schools are submitted to the District each month or quarter, depending on each school's reporting requirements. These reports are filed in the District's administrative offices and are available upon request.

The District reviews and summarizes the financial statements; however, cannot certify as to their accuracy. The summary data is provided for information only purposes. Each charter school's Board is responsible for the accuracy of the monthly financial statements submitted to the District.

Note: Annual financial audits are conducted by independent CPAs for each Charter school following the fiscal year end.

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Summary 2022-2023 - Consolidated 01-2023

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

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2022	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00					
Revenue	66,788.00	165,986.00	352,139.00	352,139.00	465,406.95	582,669.60	707,063.98					
Expense	(15,619.00)	(135,248.00)	(380,084.00)	(380,084.00)	(545,761.13)	(647,251.02)	(716,213.72)					
Transfers						48,104.00						
Fund Balance, Ending	$ 1,180,133.00	$ 1,159,702.00	$ 1,101,019.00	$ 1,101,019.00	$ 1,048,609.82	$ 1,112,486.58	$ 1,119,814.26					
2102 - Team Success*												
Fund Balance July 1, 2022	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00						
Revenue	-		2,613,802.00			$ 5,707,286.00						
Expense	-		(2,733,886.00)			(4,981,418.00)						
Transfers	-		(326,986.00)			(446,730.00)						
Fund Balance, Ending	$ -	$ -	$ 2,636,415.00	$ -	$ -	$ 3,362,623.00						
2104 - Manatee School for the Arts												
Fund Balance July 1, 2022	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00					
Revenue	1,187,447.00	2,709,960.00	4,264,840.00	5,809,782.00	7,587,627.00	9,051,567.00	10,527,387.00					
Expense	(514,140.00)	(1,868,338.00)	(3,455,079.00)	(4,780,437.00)	(6,324,089.00)	(7,599,010.00)	(8,855,680.00)					
Transfers												
Fund Balance, Ending	$ 7,021,495.00	$ 7,189,810.00	$ 7,157,949.00	$ 7,377,533.00	$ 7,611,726.00	$ 7,800,745.00	$ 8,019,895.00					
2120 - Rowlett Middle Academy*												
Fund Balance July 1, 2022	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00						
Revenue	530,790.97	1,140,666.38	1,677,650.61			3,827,206.64						
Expense	(644,383.59)	(1,195,471.61)	(1,686,630.77)			(3,409,166.58)						
Transfers	(180,814.53)	(194,267.60)	(180,814.53)			(356,303.72)						
Fund Balance, Ending	$ (246,462.15)	$ (201,127.83)	$ (141,849.69)	$ 47,945.00	$ 47,945.00	$ 109,681.34						
2121 - Manatee Charter School												
Fund Balance July 1, 2022	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00					
Revenue	319,261.60	839,694.36	1,400,934.77	1,753,236.59	2,236,372.60	2,783,964.72	3,201,013.90					
Expense	(175,265.37)	(572,578.14)	(968,501.68)	(1,317,556.33)	(1,724,901.61)	(2,182,382.27)	(2,509,194.98)					
Transfers	(90,946.97)	(181,893.94)	(272,840.91)	(363,787.88)	(454,734.85)	(545,681.82)	(631,740.73)					
Fund Balance, Ending	$ 96,087.26	$ 128,260.28	$ 202,630.18	$ 114,930.38	$ 99,774.14	$ 98,938.63	$ 103,116.19					
2122 - Oasis Middle School												
Fund Balance July 1, 2022	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00					
Revenue	44,022.00	103,443.00	145,142.00	182,539.00	231,460.00	269,160.00	325,630.00					
Expense	(59,996.00)	(134,445.00)	(224,666.00)	(293,470.00)	(375,608.00)	(440,035.00)	(509,695.00)					
Transfers												
Fund Balance, Ending	$ 248,915.00	$ 233,887.00	$ 185,365.00	$ 153,958.00	$ 120,741.00	$ 94,014.00	$ 80,824.00					
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2022	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41					
Revenue	474,487.34	935,992.80	1,497,792.68	2,003,261.79	2,602,376.05	3,102,685.45	3,604,179.64					
Expense	(176,933.59)	(680,714.33)	(1,158,850.93)	(1,769,098.75)	(2,092,908.57)	(2,724,754.39)	(3,439,029.28)					
Transfers	(65,627.09)	(302,194.53)	(317,616.66)	(572,368.95)	(413,663.53)	(255,950.67)	(124,774.01)					
Fund Balance, Ending	$ 1,586,549.07	$ 1,307,706.35	$ 1,375,947.50	$ 1,016,416.50	$ 1,450,426.36	$ 1,476,602.80	$ 1,394,998.76					
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2022	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00					
Revenue	380,058.01	753,790.03	1,369,166.33	1,369,166.33	2,388,962.34	2,774,888.86	3,184,031.58					
Expense	(273,254.49)	(690,051.47)	(1,085,020.72)	(1,085,020.72)	(2,031,570.14)	(2,583,562.18)	(2,924,180.95)					
Transfers	(4,221.87)	38,120.26	57,257.39	57,257.39	49,610.30	80,688.32	4,785.70					
Fund Balance, Ending	$ 113,988.65	$ 113,265.82	$ 352,810.00	$ 352,810.00	$ 418,409.50	$ 283,422.00	$ 276,043.33					
2131 - Palmetto Charter School*												
Fund Balance July 1, 2022	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00						
Revenue	-	-	1,486,060.54			3,018,263.93						
Expense	-	-	(1,403,226.72)			(2,662,171.09)						
Transfers												
Fund Balance, Ending	$ -	$ -	$ 1,035,725.82	$ -	$ -	$ 1,308,984.84						
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2022	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00						
Revenue	-		942,675.00			2,022,080.00						
Expense	-		(613,847.00)			(1,535,316.00)						
Transfers	-											
Fund Balance, Ending	$ -	$ -	$ 2,362,192.00	$ -	$ -	$ 2,520,128.00						
2161 - Visible Men Academy												
Fund Balance July 1, 2022	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49					
Revenue	79,108.08	156,239.67	254,270.38	344,859.12	438,986.07	542,034.89	665,630.09					
Expense	(124,742.40)	(286,130.67)	(417,583.67)	(596,016.85)	(748,926.71)	(873,382.55)	(1,036,688.46)					
Transfers												
Fund Balance, Ending	$ 748,602.17	$ 664,345.49	$ 630,923.20	$ 543,078.76	$ 484,295.85	$ 462,888.83	$ 423,178.12					
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2022	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00						
Revenue			2,128,429.19			4,501,746.82						
Expense			(2,236,492.83)			(4,550,482.70)						
Transfers			(124,066.69)			(333,967.96)						
Fund Balance, Ending	$ -	$ -	$ 857,439.67	$ -	-	$ 706,866.16						
2181 - Parrish Charter Academy												
Fund Balance July 1, 2022	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00					
Revenue	390,603.00	438,035.00	1,317,780.00	1,784,265.00	2,722,607.00	3,233,397.00	3,653,365.00					
Expense	(483,597.00)	(463,719.00)	(1,344,006.00)	(1,817,698.00)	(2,596,971.00)	(3,080,886.00)	(4,294,024.00)					
Transfers	(226.00)	5,531.00	(19,915.00)	9,888.00	24,802.00	37,024.00	31,635.00					
Fund Balance, Ending	$ 865,049.00	$ 938,116.00	$ 912,128.00	$ 934,724.00	$ 1,108,707.00	$ 1,147,804.00	$ 349,245.00					
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2022	$ -	$ -	$ -	$ -	$ -	$ -						
Revenue	402,208.80	1,676,682.78	2,614,576.30	2,951,314.00	3,747,924.79	4,525,126.44	5,237,705.87					
Expense	(400,639.93)	(908,629.77)	(2,173,025.37)	(2,635,627.00)	(3,455,018.32)	(4,231,068.48)	(4,938,590.45)					
Transfers												
Fund Balance, Ending	$ 1,568.87	$ 768,053.01	$ 441,550.93	$ 315,687.00	$ 292,906.47	$ 294,057.96	$ 299,115.42					

***Quarterly Reports/High Performing**

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to the Florida Department of Education.
Rowlett Middle Academy recorded beginning balance without Audit adjustment - made correction in December 2022

AGENDA ITEM NO. 6.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Friday, March 24, 2023, to **update** attachment to New Business (Non-Consent) item, *Approval of Agreement for Purchase and Sale of Property from Rye Ranch, LLC.*

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 7.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the February 24, 2023 School Board Workshop, February 28 School Board Regular Meeting and Meeting of the Leasing Corporation, and the March 3, 2023 School Board Workshop

Executive Summary
Approval of the Minutes of the February 24, 2023 School Board Workshop, February 28 School Board Regular Meeting and Meeting of the Leasing Corporation, and the March 3, 2023 School Board Workshop.

Contact
Submitting Department: School Board

Attachments:
February 24, 2023 Workshop Minutes
February 28, 2023 Meeting Minutes
March 3, 2023 Workshop Minutes

Minutes

February 24, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Board Member Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, Board Attorney Chad Choate, Chair Cindy Spray, Vice-Chair Richard Tatem, Board Member	Present
Rachel Sellers, Deputy Superintendent of Business Services	Absent

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

II) AGENDA AMENDMENTS

1. Agenda Amendments

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

Agenda amended on Tuesday, February 21, 2023, to **update** Executive Summary and **add** attachment to Workshop item, *Arts Millage Update*.

Agenda amended on Tuesday, February 21, 2023, to **update** Executive Summary and **add** attachment to Workshop item, *Strategic Plan Update.*

III) PUBLIC COMMENTS

Minutes: There were no requests for Public Comment.

IV) WORKSHOP

1. Arts Millage Update

Minutes: Dr. Laurie Breslin, Executive Director of Curriculum, and Mr. Jeramiah Bowman, Visual and Performing Arts Specialist, utilized the attached presentation to provide an update regarding arts millage.

Mr. Bowman discussed the following:

- Arts Millage Overview: Funding and 2022-2023 Projected Arts Millage Disbursements
- Arts Millage Funds at Work: New Opportunities and Experiences for Students, New Opportunities and Experiences for Teachers, Ongoing Opportunities and Experiences for Arts Leadership
- Expansion of Programs: Arts Magnet Programs, Middle School Electives, Additional Curriculum Support
- Community: *Community Reads!* Initiative - new partnership between the City of Bradenton and the District

Mr. Bowman recognized the Arts Taskforce and Ms. Mary Glass, President of the Manatee Education Foundation, for their work. He noted that Arts Alive is coming up on March 27 at the Grove in Lakewood Ranch and invited the Board to attend.

The Board asked questions and held discussion regarding the presentation.

Board Member Messenger discussed the funding that goes to schools and inquired about the Title 1 adjustment. Mr. Bowman provided information. She discussed the integration of arts to facilitate literacy.

Vice-Chair Spray requested that the Arts Millage Update be shared with the Citizens' Financial Oversight Committee.

Following a comment from Chair Choate, Dr. Breslin spoke regarding the history of the Council and discussed research for the arts.

Superintendent Saunders provided additional information regarding arts programs.

Following a question from Board Member Tatem, Dr. Breslin discussed progress monitoring and data.

Board Member Foreman and Chair Choate inquired about the location of the arts performance information on the District Website and Calendar. They discussed options to make the information easier to find on the Website.

Chair Choate announced a recess 11:06 AM and reconvened at 11:14 AM.

2. Strategic Plan Update

Minutes: Mr. Kevin Chapman, Executive Director of Administration, provided an update on the District's Four-Year Strategic Plan, Ready 2026. He also shared a video of the Strategic Plan in action.

Dr. Laurie Breslin, Executive Director of Curriculum, provided an update regarding progress for the following goals listed under *Ready to Learn* (Kindergarten Readiness/Grade Level Proficiency) and *Ready for Life* (Acceleration & Innovative Learning/College, Career Readiness):

- Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs
- Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

- Increase Elementary School enrollments in accelerated courses and identification of gifted and talented students
- Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades
- Continue to partner with community-based agencies to ensure expanded Pre-Kindergarten learning opportunities and alignments
- Expand the availability of relevant literacy training and reading materials for first-time parents and families
- Improve easy access to quality family resources that support student learning
- Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports
- Provide unique and highly personalized support for English Language Learners
- Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration
- Expand visual and performing arts programs across all schools
- Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning
- Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms
- Expand acceleration opportunities for all middle and high school students
- Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

The Board held discussion, asked questions, and provided input regarding the Strategic Plan.

Board Member Tatem reviewed slides and asked questions. Dr. Breslin and Superintendent Saunders provided information. Following a comment, Superintendent Saunders spoke regarding the task force for grade-level reading and community partnerships supporting literacy. Board Member Tatem inquired about the categories provided by the government for student data and progress improvement. He also suggested establishing a parent advocacy group.

Chair Choate inquired about teacher retention. He discussed community resources for education and reading partnerships for students and parents.

Board Member Foreman spoke in support of AP courses and asked questions. Dr. Breslin provided additional details.

Board Member Foreman requested data be posted to the website by grade and spoke in support of adding data to the District Website.

Vice-Chair Spray suggested development of a peer-to-peer program and a curriculum action team.

Board Member Messenger discussed testing and data. She also discussed considerations for dual language and ESE. She noted that the focus is on educating students for their success in the future.

Mr. Mitchell Teitelbaum, General Counsel, entered the Board Room at 1:30 PM.

Chair Choate requested to push the second part of the Strategic Plan Update regarding Operations to the March 3, 2023 Workshop due to time considerations. Board Member Tatem requested to schedule future workshops for 4 hours.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 1:47 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Chad Choate, III Chairman

NOTICE

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

Minutes

February 28, 2023

Regular Meeting and Meeting of the Leasing Corporation - 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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1) CALL TO ORDER

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Gina Messenger, Board Member Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, Board Attorney Chad Choate, Chair Cindy Spray, Vice-Chair Richard Tatem, Board Member	Present

Minutes: Vice-Chair Spray called the Meeting to order at 10:04 AM.

2) READING OF THE DISTRICT'S VISION

Minutes: Board Member Tatem read the District's Vision.

3) INVOCATION

Minutes: The invocation was given by Pastor Jerry Wicker.

4) PLEDGE OF ALLEGIANCE

Minutes: Vice-Chair Spray led in the recitation of the Pledge of Allegiance.

5) INFORMATION ONLY (No Board Action Required)

5.1 Leaves for February 28, 2023

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

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

Agenda amended on Friday, February 24, 2023, to **add** Consent Agenda item, *Approval of Tara Elementary School Campus - Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 1, in the Amount of $247,589.00*.

Agenda amended on Friday, February 24, 2023, to **update** attachment to Approval of Minutes item, *Approval of the Minutes of the February 14, 2023 School Board Regular Meeting and the February 17, 2023 School Board Workshop.*

Chair Choate was not present for the vote.

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

7) APPROVAL OF MINUTES

7.1 Approval of the Minutes of the February 14, 2023 School Board Regular Meeting and the February 17, 2023 School Board Workshop

Minutes: Chair Choate was not present for the vote.

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

8) RECOGNITIONS

8.1 Career & Technical Education Month

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, shared that that February is Career & Technical Education (CTE) Month according to the Association for Career & Technical Education. He noted that District students recently dominated the state of Florida's 45th annual Technology Student Association Conference held in Orlando.

Mr. Barber introduced Dr. Paul Gansemer, Executive Director of Adult, Career, and Technical Education.

Dr. Gansemer spoke regarding CTE and introduced the following individuals:

- Dr. Valerie Viands, Director of Manatee Technical College
- Ms. Kelli Kennedy, Assistant Director for Career and Technical Education
- Ms. Jennifer McManis, STEM Coordinator
- Ms. Christy Clark, Teacher on Special Assignment for Work Based Learning

Dr. Gansemer introduced students, Mr. Oscar Hernandez-Barron and Mr. Kyle Wright. Mr. Hernandez-Barron and Mr. Wright spoke regarding their CTE education and work experiences.

Dr. Gansemer shared a video featuring former student, Mr. Mark Nanney, and spoke regarding his accomplishments.

Board Member Messenger read the Proclamation.

8.2 Good News Moment

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, shared a video featuring the 11th Annual Excellence in Education Awards. He recognized Ms. Deb Perry-Gambino, Community Engagement Specialist, and her team for their work coordinating the event.

Chair Choate arrived at 10:10 AM.

9) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: There were no requests for Public Comment.

10) REPORTS AND PRESENTATIONS

10.1 Presentations on Certificates of Participation 2023A

Minutes: Mr. Joseph Ranaldi, Chief Operations Officer, utilized the attached presentation to provide an overview of the construction projects related to the Certificates of Participation (COPs). He discussed the following projects:

- Haile Middle School Classroom Addition and Renovation
- Oneco Elementary School Renovation
- Tara Elementary School Renovation
- Blackburn Elementary School Renovation

Ms. Rachel Sellers, Deputy Superintendent of Business Services, stated that the projects would be funded by the execution of the COPs Series 2023A and introduced Mr. Jay Glover, Financial Advisor with PFM Financial Advisors LLC. Mr. Glover provided a debt overview of the COPs Series 2023A. He utilized the attached presentation and spoke regarding the following:

- Municipal Market Conditions
- Debt Service - COPs Summary
- Debt Service – Sales Tax Summary
- Refundings
- New Money Needs
- 2023A – COPs Summary
- 2023A COPs – 15 Year Final Maturity (Wrapped Debt Service)
- 2023A COPs – 20 Year Final Maturity (Wrapped Debt Service)
- 2023A COPs – 15 Year Final Maturity (Level Debt Service)
- 2023A COPs – 20 Year Final Maturity (Level Debt Service)
- 2023A COPs Parameters

Following the presentations, the Board asked questions and held discussion. Mr. Ranaldi, Mr. Glover, and Superintendent Saunders responded to questions and provided additional information.

Chair Choate discussed the amount of the COPs and the increased construction costs. He inquired about increasing the amount. Superintendent Saunders spoke regarding the amount needed for the projects and noted the inflation rate. She discussed the 8 schools identified in the Jacobs Study and noted the possibility of adding Palma Sola Elementary School as a COPs project if the Board desired.

Following a question from Board Member Foreman regarding the previous COPs Resolution from October 2020, Superintendent Saunders stated that the Board had approved of the COPs in 2020 and stated that the COPs had not been executed. Mr. Ritesh Patel, Bond Counsel from Nabors Giblin & Nickerson Attorneys at Law, noted that the language in the new Resolution repeals the prior COPs Resolutions.

Board Member Foreman requested to increase the amount of the COPs and move the Palma Sola project up. Mr. Glover stated that the parameters could be modified. Mr. Ranaldi stated that the preliminary estimates were around $22 million for 600 student stations at Palma Sola Elementary School.

Board Member Foreman noted the increase in construction costs. Superintendent Saunders spoke regarding adjustments in the five-year capital plan if the Board chose to put Palma Sola in the COPs. Board Foreman suggested adding $40 million to the COPs to cover the Palma Sola Elementary School project.

Board Member Messenger discussed the Capital Budget and other projects. She expressed concerns with deviating from the published amount of $135 million for the COPs. She inquired about approving the Resolution and possibly approving an additional resolution in the future.

Mr. Patel discussed the requirements to revise the Resolution.

Following a question from Chair Choate, Mr. Ranaldi noted the components of the rebuild of Palma Sola Elementary School and stated that $40 million was a reasonable estimate. Chair Choate spoke in support of increasing the amount of the COPs, noting that approval of an increased amount would give the Board flexibility.

11) NEW BUSINESS (NON-CONSENT ITEMS)

11.1 Approval of Resolution No. 2023-01 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $135,000,000.00

Minutes: Board Member Foreman moved to amend the motion.

RESULT:	**Amended [See 11.1A and 11.1B]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray

11.1A. Motion to Amend the Motion as Follows: *Approval of Resolution No. 2023-01 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $175,000,000.00*

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

11.1B. Approval of Resolution No. 2023-01 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $175,000,000.00

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

12) RECESS OF REGULAR MEETING

Minutes: Chair Choate recessed the Regular Meeting at 12:02 PM.

13) MEETING OF THE LEASING CORPORATION

Minutes: Chair Choate called the Meeting of the Leasing Corporation to order at 12:02 PM and announced the following:

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

14) NEW BUSINESS OF THE MANATEE LEASING CORPORATION

14.1 Approval of Resolution No. 2023-02 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $135,000,000.00

RESULT:	**Amended [See 14.1A, 14.1B and 14.1C]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray

14.1A Motion to Amend the Motion as Follows: *Approval of Resolution No. 2023-02 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $175,000,000.00*

Minutes: Vice-Chair Spray inquired about revising the language of the Resolution to include Palma Sola Elementary School. Mr. Ritesh Patel, Bond Counsel from Nabors Giblin & Nickerson Attorneys at Law, stated that the name of the school could be added. Board Member Foreman added language to her motion.

RESULT:	**Amended [See 14.1B]**
MOVER:	Mary Foreman
SECONDER:	Richard Tatem

14.1B Motion to Amend the Motion as Follows: *Approval of Resolution No. 2023-02 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $175,000,000.00 and that the Resolution Add Palma Sola Elementary as a Project*

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

14.1C Approval of Resolution No. 2023-02 Authorizing Issuance of Certificates of Participation, Series 2023A, Not to Exceed $175,000,000.00 and that the Resolution Add Palma Sola Elementary as a Project

RESULT:	**Adopted [UNANIMOUS]**

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

15) RECONVENE THE REGULAR MEETING

Minutes: Chair Choate closed the Meeting of the Leasing Corporation and reconvened the Regular Meeting at 12:10 PM.

Chair Choate announced a recess at 12:10 PM and reconvened at 12:21 PM.

Superintendent Saunders left the Board Room at 12:20 PM.

16) CONSENT ITEMS

16.1 Approval of the Use of Sourcewell Bid #011822 on Public Safety Training and Simulation Equipment and Technology, SDMC No. 23-0106-BS, Estimated in the Amount of $200,000.00 Annually

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

16.3 Approval of the New Agreement Between the School Board of Manatee County and Rose Dental at Lakewood Ranch, PLLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact

16.4 Approval of the Renewal Agreement Between the School Board of Manatee County and Intercoastal Medical Group, Inc. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

16.5 Approval of the New Agreement Between the School Board of Manatee County and Allcare Medical Centers, P.C. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2022-2025 School Years, No Financial Impact

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

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

16.8 Approval to Apply, Accept, and Expend Title III, Part A ESOL (English for Speakers of Other Languages) Roll Forward Funds for the 2022-2023 School Year, in the Amount of $95,439.05

16.9 Approval of Termination of Interlocal Agreement with City of Bradenton for Joint Use Park at Ballard Elementary School, No Financial Impact

16.10 Approval of Florida Department of Education - Florida Inventory of School Houses - Certification of Facilities Data, No Financial Impact

16.11 Approval of the Use of the Hendry County School District Bid on 11B Relocatable Classrooms, Toilet, and Multipurpose Buildings, SDMC No. 23-0109-MR, Continued Procurement with Vendor, Estimated in the Amount of $550,000.00

16.12 Approval for the Parrish Community High School Chorus Students to Attend and Perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 19-23, 2023, No Financial Impact

16.13 Approval of Tara Elementary School Campus - Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 1, in the Amount of $247,589.00

Minutes: Vice-Chair Spray requested discussion for items 16.11 and 16.13 from the Consent Agenda. Chair Choate reminded the Board that there is no discussion regarding the Consent Agenda.

Vice-Chair Spray made a motion to pull items 16.11 and 16.13 from the Consent Agenda (16A).

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

16A) Motion to Pull Items 16.11 and 16.13 from the Consent Agenda

Minutes: Board Member Messenger noted that the Agenda had already been approved by the Board and that the proper time for pulling items was during the Approval of the Agenda. Mr. Stephen Dye, School Board Attorney, stated that Board Member Messenger was correct. He recommended pulling the items this one time with the understanding that requests to pull items should be made during the Approval of the Agenda.

Vice-Chair Spray withdrew her request to pull items 16.11 and 16.13 from the Consent Agenda.

Chair Choate returned to the original motion to approve the Consent Items.

RESULT:	**Withdrawn**
MOVER:	Cindy Spray
SECONDER:	Richard Tatem

17) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: There were no requests for Public Comment.

18) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

19) NEW BUSINESS (NON-CONSENT ITEMS)

19.1 Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and Wharton-Smith, Inc. - Preconstruction Services, in the Amount of $84,168.00

Minutes: Vice-Chair Spray stated that the Board discussed the project during a previous Workshop.

RESULT:	**Adopted [UNANIMOUS]**

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

19.2 Approval of Walter E. Miller School Support Center - Renovation - Agreement Between Owner and OCI Associates, Inc., in the Amount of $75,000.00

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

19.3 Approval to Notify Visible Men Academy of Intent to Enter Contract Renewal Discussions for the 2023-2024 School Year

Minutes: Board Member Messenger requested clarification regarding the items, noting that the Charter Schools would be notified of the intent to negotiate a renewal of their contracts.

Dr. Laurie Breslin, Executive Director of Curriculum, confirmed the purpose of the items and stated the new requirements to notify Charter Schools of the intent to negotiate contract renewals 90 days prior to the end of the school year.

Mr. Mitchell Teitelbaum, General Counsel, spoke regarding the change in law and discussed the process.

The Board asked questions and held discussion.

Following a question from Board Member Tatem, Mr. Teitelbaum stated that all contracts would comply with Florida Statutes.

Board Member Tatem requested the opportunity to review the curriculum of the Charter Schools.

Vice-Chair Spray expressed concerns with the School and noted that change was needed.

Board Member Foreman expressed concerns regarding the academics and finances of the School.

Chair Choate noted the reason for the renewal of one year rather than a longer renewal. Mr. Teitelbaum discussed the School Improvement Plan.

Mr. Stephen Dye, School Board Attorney, reiterated that the approval of the agenda item would be to approve of entering contract negotiations.

The Board held further discussion.

Board Member Messenger noted that none of the grounds for non-renewal had been documented and discussed the role of the Board relating to Charter Schools.

The Board continued discussion and asked additional questions.

Chair Choate reiterated the role of the Board, noting that staff was following the process.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Richard Tatem

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

19.4 Approval to Notify Oasis Middle School of Intent to Enter Contract Renewal Discussions for the 2023-2028 School Years

Minutes: Board Member Foreman complemented the academic results of the School and expressed concerns with their finances. She recommended a two-year contract due to the financial standing.

Dr. Laurie Breslin, Executive Director of Curriculum, read language from the guiding Statute.

Chair Choate informed the Board that he received news of a train derailment in Manatee County.

Vice-Chair Spray expressed concerns with the length of Charter renewals. Mr. Mitchell Teitelbaum, General Counsel, provided information.

Following a question regarding the length of the renewal, Mr. Teitelbaum discussed the minimum renewal period. Mr. Stephen Dye, School Board Attorney, noted that there was a procedure for non-renewal.

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

19.5 Approval to Notify Imagine Charter School at Lakewood Ranch of Intent to Enter Contract Renewal Discussions for the 2023-2038 School Years

Minutes: Board Member Tatem read language from a letter from Commissioner Diaz.

Vice-Chair Spray spoke regarding online reviews.

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

19.6 Approval to Notify Manatee School of Arts and Sciences of Intent to Enter Contract Renewal Discussions for the 2023-2028 School Years

Minutes: Vice-Chair Spray discussed curriculum.

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

19.7 Approval to Notify Manatee School for the Arts of Intent to Enter Contract Renewal Discussions for the 2023-2038 School Years

Minutes: Board Member Tatem spoke regarding language included in the School's application.

Superintendent Saunders returned to the Board Room at 2:03 PM. She recommended that staff send the statutory information regarding Charter Schools to the Board Members and noted that the Department of

Education could provide information regarding requirements if there were any concerns with language. She noted the regulation of Charter Schools.

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

20) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

20.1 Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) 36th Annual Day in the Legislature, March 13-17, 2023, at the AC Hotel Marriott, Tallahassee, Florida, Not to Exceed $9,000.00

Minutes: Board Member Foreman requested that the Board Members follow the Board's Legislative Platform when speaking to legislators in Tallahassee.

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

21) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate reviewed the topics scheduled for upcoming workshops. He stated that Palma Sola Elementary School would be added as a topic to the March 31 Workshop.

Chair Choate discussed the Florida School Boards Association (FSBA) Master Board Training and noted that the deadline to submit the intent form is March 6. He also stated that he would like to participate in the training once the new Superintendent starts.

Vice-Chair Spray requested that the May 12 Workshop date be changed. The Board held discussion. Board Member Foreman requested that dates not be changed once scheduled. Chair Choate noted that the Board Members could discuss the possible May workshop date change in their briefings with the Superintendent.

22) CONTINUED PUBLIC COMMENT (IF NECESSARY)

23) UPDATES

LEGAL UPDATE

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

March 9 Executive Session – stated that Ms. Patricia Petruff would attend the Executive Session in his place if he does not return from his travel timely.

OPERATIONS UPDATE

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

CTE Month – spoke regarding the commercial art students' work on display at Braden River High School.

Job Fairs – provided an update regarding recent and upcoming Job Fairs.

24) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Pittsburg Pirates Game – shared that she threw the first pitch earlier in the day and spoke regarding the wonderful partnership and support.

Upcoming Events – shared information regarding the following upcoming events with the Board: Faith Based Leaders in Manatee County Event on March 2 at Southeast High School, Community Resource Fair on March 4 at Manatee Technical College, 2023 Manatee County JROTC Military Ball on March 9 at the Sarasota Hyatt, Elementary All County Music Festival on March 23 at Braden River High School.

25) BOARD COMMENTS

Board Member Messenger

FSBA Master Board Training – spoke in support of participation in the Master Board Training Program and provided information.

Board Member Tatem

Meetings – requested that the Chair remind individuals to silence cellular phones and remind Board Members to log into the voting software at the beginning of the meetings.

Book Process – noted that the book process is available.

Board Member Foreman

FSBA Master Board Training – stated that she looks forward to the training.

K-8 Protype Meeting – spoke regarding contributions to the meeting and noted that K-8 has different considerations than other schools.

Meeting Dates and Times – spoke regarding date and time changes for meetings and spoke in support of leaving times as scheduled.

Vice-Chair Spray

Book Process – stated that the process is available and encouraged the community to follow the process.

Sugg Ribbon Cutting – shared that she attended the ceremony.

K-8 Prototype Meeting – shared that she attended the meeting and that it was informative. She requested that tennis courts be north and south.

Chair Choate

Meeting –apologized for being late to the Meeting, noting that he had car issues.

26) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 2:45 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Chad Choate, III Chairman

NOTICE

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

Minutes

March 3, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

Attendee Name	Status
Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Member Mary Foreman, Member Chad Choate, Chair Cindy Spray, Vice-Chair Richard Tatem, Board Member Patricia Petruff, School Board Attorney	Present
Mitchell Teitelbaum, General Counsel Stephen Dye, School Board Attorney Cynthia Saunders, Superintendent Rachel Sellers, Deputy Superintendent of Business Services	Not Present

Minutes: Chair Choate called the Workshop to order at 9:00 AM.

II) AGENDA AMENDMENTS

1. Agenda Amendments

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

Agenda amended on Tuesday, February 28, 2023, to **update** Executive Summary and **add** attachments to Workshop item, *Board Discussion with Florida School Boards Association (FSBA) Regarding Superintendent Search.*

III) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Susan Agruso

IV) WORKSHOP

1. Board Discussion with Florida School Boards Association (FSBA) Regarding Superintendent Search

Minutes: Dr. Bill Vogel, of the Florida School Boards Association (FSBA), spoke regarding the School District and complimented the facilities and the schools. He discussed the Superintendent Search and requested input from the Board regarding the following:

- School and Public Meetings Results
- Discussion Draft Qualifications
- Discussion Draft Qualities
- Survey Results Final

Dr. Vogel invited Mr. Kevin Chapman, Executive Director of administration, forward to update the Board regarding the survey results from the Key Communicators. Mr. Chapman provided information.

The Board requested that the survey results from the Key Communicators and members of community be separated.

Following a question from Dr. Vogel, the Board Members shared important features of the District that they desired to be continued by the next superintendent.

The Board Members discussed the items and language listed under *Qualities* in the attached documents from FSBA.

Chair Choate stated that Superintendent Saunders did a great job of adding innovative programs and requested that the programs continue. He requested adding innovative new programs to the school district as a priority listed in the language.

Vice-Chair Spray requested clarification regarding number sixteen listed under *Qualities*.

Board Member Foreman requested to revise the language for the item related to the Strategic Plan, noting the importance of the next superintendent supporting the current Strategic Plan.

Board Member Tatem requested to add a quality that would include a demonstrated track record of being a 'Student of Leadership'.

Board Member Messenger spoke regarding desired qualities of the new Superintendent. She noted the importance of listening as a quality.

Dr. Vogel spoke regarding the recommended *Qualifications* attached to the Agenda and suggested keeping the description flexible. The Board held discussion regarding qualifications and salary.

The Board Members discussed the salary range for the next Superintendent and agreed to raise the upper limit and allow for a three-year contract.

Dr. Vogel noted that the separated survey results had been sent to the Board Members as requested earlier during the Workshop.

Dr. Vogel thanked the Board for the feedback and introduced Mr. John Reichert, of FSBA.

Mr. Reichert spoke regarding the attached advertisement options. Chair Choate discussed the length of the advertisement and the cost.

Vice-Chair Spray requested local advertising.

Board Member Messenger clarified that FSBA intended to run the advertisement for 30 days.

Chair Choate announced a brief recess at 10:15 AM and reconvened at 10:28 AM.

Following the recess, Dr. Vogel presented the revisions as requested by the Board. The Board held discussion and made additional suggestions. Dr. Vogel stated that the qualifications would be further updated as requested by the Board and posted.

Dr. Vogel and Mr. Reichert thanked the Board.

2. Update on Impact Fee Study

Minutes: Mr. Mike Pendley, Executive Planner, spoke regarding the Impact Fee Study and introduced Mr. Carson Bise, of TischlerBise. Mr. Bise shared the results of the Impact Fee Study and spoke regarding the following:

- TischlerBise Experience
- What are Impact Fees?
- Impact Fee Requirements
- Manatee Co. Schools Fee Methodology
- Evaluate Need for Credits
- Recent Legislative Changes
- Student Generation Rates
- Student Generation Rates – Unit Size
- Projected Enrollment
- Planned Capacity
- Capacity Utilization
- Construction Cost Estimates
- Land
- Elementary Schools
- Middle Schools
- High Schools
- Bus
- Credits
- Capital Cost per Student
- Proposed Fees
- Proposed Fees Phasing

Following the presentation, the Board asked questions and held discussion. Mr. Pendley, Mr. Bise, and Ms. Patricia Petruff, School Board Attorney, responded to questions and provided additional information.

Following the discussion, Chair Choate stated that there was Board consensus to move forward. Mr. Pendley noted that they would engage with the community and then come back to the Board for an approval.

Chair Choate called for a brief recess at 12:09 PM and reconvened at 12:16 PM.

3. Strategic Plan Update

Minutes: Mr. Kevin Chapman, Executive Director of Administration, continued the discussion and update from the February 24, 2023 Workshop regarding the Strategic Plan.

Mr. Doug Wagner, Deputy Superintendent of Operations, provided an update regarding the following goals listed under *Ready for Life (Acceleration & Innovative Learning / College, Career Readiness)* and *Ready to Grow (Staff Hiring and Retention / District Financial stability / Safety and Security)*:

- Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

- Develop a competitive employee salary schedule that will attract the best talent and continue to provide quality customer service to our staff and parents

- Strengthen our new employee orientation and development program to foster, promote, and retain qualified educators and staff

- Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

The Board asked questions and held discussion. Board Member Foreman requested data comparing the number of first-year teachers to the number of mentors.

Vice-Chair Spray inquired about pay rates for employees. Board Member Messenger noted that details would be discussed during bargaining sessions and negotiations.

Mr. Joseph Ranaldi, Chief Operations Officer, continued the update and provided information regarding the following goals listed under *Ready to Grow (Staff Hiring and Retention / District Financial stability / Safety and Security)*:

- Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

- 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

The Board asked questions and held discussion regarding transportation and construction. Vice-Chair Spray expressed interest in meeting with Mr. Ranaldi to gain understanding regarding construction reports and processes. Board Member Tatem requested data regarding transportation on-time percentages from Mr. Ranaldi.

Mr. Wagner provided an update regarding the following goal listed under *Ready to Grow (Staff Hiring and Retention / District Financial stability / Safety and Security)*:

- Maintain our robust security readiness and safety system across the District

Mr. Chapman updated the Board regarding the following goal listed under *Ready to Grow (Staff Hiring and Retention / District Financial stability / Safety and Security)*:

- Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Throughout the presentation, the Board held discussion.

Mr. Omar Edwards, Associate Director of Strategic Initiatives, spoke regarding programs and innovative ways utilized to close gaps and assist with recruitment.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 1:31 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Chad Choate, III Chairman

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AGENDA ITEM NO. 8.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
State Champion Wrestler

Executive Summary
Braden River High School's Jessey Colas capped his senior season in wrestling by winning the Class 2A State Championship with a 5-3 decision over Satellite High School's Michael McCarthy on Saturday, March 4, 2023, at the Silver Spurs Arena in Kissimmee.

Mr. Colas compiled an incredible 71-0 record during his senior campaign. He was coached by Mr. Cezar Sharbono, who is a teacher at Johnson K-8 School of International Studies.

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

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

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

AGENDA ITEM NO. 10.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Request for Proposal on Locksmith Parts and Accessories, SDMC No. 23-0096-KD, Continued Procurement of Commodity, Estimated in the Amount of $175,000.00 Annually

Executive Summary
The District issued a request for proposal (RFP) for locksmith parts and accessories. Locksmith parts and accessories are utilized by the District for repair, replacement, and upgrades of locks by Maintenance personnel.

This proposal is recommended for award to:
IDN Global, Inc. DBA IDN Armstrongs Inc., Hurst, TX, Florida Document No. F16000004949

The requested contract is for the period of March 29, 2023 through March 28, 2026, with two additional one (1) year renewals through March 28, 2028.

Historical Expenditures are as follows:
- Fiscal Year 2020-2021 $140,688.38
- Fiscal Year 2021-2022 $142,305.08
- YTD Fiscal Year 2022-2023 $769,670.76

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 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 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of the request for proposal on locksmith parts and accessories, SDMC No. 23-0096-KD, continued procurement of commodity, estimated in the amount of $175,000.00 annually.

Financial Impact
The funding source for this annually estimated expenditure is Capital, and other District funds as needed and is included in the approved budget for 2022-2023.

Contact
Submitting Departments: Purchasing and Maintenance and Operations

Initiated By: Ruth Gruett and Todd Henson

Attachments:
Contract of Award Agreement IDN Armstrongs

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 23-0096-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and IDN Global Inc. DBA IDN Armstrongs, Inc. (Contractor).

1. **THE WORK:**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

LOCKSMITH PARTS AND ACCESSORIES, SDMC No. 23-0096-KD.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from March 29, 2023 through March 28, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

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

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

13.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

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

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

17.1 (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

21.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract, Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

23.1 The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

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

28. **COVID 19**

28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

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

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEECOUNTY:

Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 10.2

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Florida Medical Specialists, LLC, for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Florida Medical Specialists, LLC - Amanda Lewis, Director of Human Resources

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Florida Medical Specialists, LLC, for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Florida Medical Specialists

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

AGREEMENT for affiliation with Florida Medical Specialists, LLC

Address: 3030 N Rocky Point Dr. Suite 825 Tampa. FL 33607
3844 Bee Ridge Road 2nd Floor Sarasota, FL 34233

This agreement is made this __1st__ day of _July 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Florida Medical Specialists, LLC (hereafter called the Affiliating Site).

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

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

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

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

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

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

applicable Payor. All such records shall be delivered to and maintained by and in accordance with its policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- the facility shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from __July 1, 2023___through __June 30, 2026__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Florida Medical Specialists, LLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 2/6/2023 By:

(Affiliating Site Authorized Signature)

Title: Director of Human Resources

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. Florida Medical Specialists, LLC

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2022

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

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

PRODUCER
Marsh USA Inc.
1717 Arch Street
Philadelphia, PA 19103-2797

CN133244818-MaxHe-GAWUP-22-

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Company	29459
INSURER B : Trumbull Insurance Company	27120
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Florida Medical Specialists, LLC
dba MaxHealth
P.O. Box 25487
Sarasota, FL 34237-6103

COVERAGES **CERTIFICATE NUMBER:** CLE-006842883-03 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			10UUNDH6889	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
B	AUTOMOBILE LIABILITY			10UENDH7052	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Florida Medical Specialists LLC
dba MaxHealth
P.O. Box 25487
Sarasota, FL 34237-6103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
FLORIDA MEDICAL SPECIALISTS, LLC

Filing Information

Document Number	L06000074698
FEI/EIN Number	20-5283786
Date Filed	07/28/2006
Effective Date	07/27/2006
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/30/2022
Event Effective Date	NONE

Principal Address

3030 N. ROCKY POINT DR.
SUITE 825
TAMPA, FL 33607

Changed: 05/06/2022

Mailing Address

3030 N. ROCKY POINT DR.
SUITE 825
TAMPA, FL 33607

Changed: 05/06/2022

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/06/2022

Address Changed: 05/06/2022

Authorized Person(s) Detail

Name & Address

Title AMBR

HEALTH POINT PARTNERS, LLC
3030 N ROCKY POINT DRIVE SUITE 825
TAMPA, FL 33607

Annual Reports

Report Year	Filed Date
2020	01/24/2020
2021	01/29/2021
2022	04/29/2022

Document Images

08/30/2022 -- LC Amendment	View image in PDF format
05/06/2022 -- LC Amendment	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/24/2020 -- ANNUAL REPORT	View image in PDF format
04/12/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
03/25/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
03/12/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
09/17/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
04/25/2008 -- ANNUAL REPORT	View image in PDF format
02/23/2007 -- ANNUAL REPORT	View image in PDF format
07/28/2006 -- Florida Limited Liability	View image in PDF format

AGENDA ITEM NO. 10.3

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics - E.J. Ledesma, CEO

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Sarasota Orthopedics

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

AGREEMENT for affiliation with Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics

Address: 2750 Bahia Vista St. Suite 100 Sarasota, FL 34239

This agreement is made this _1st_ day of _July 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from July 1, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 2/16/23 By: 2/16/23

(Affiliating Site Authorized Signature)

Title: CEO

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. Sarasota Orthopedic Associates, LLC d/b/a 360 Orthopedics

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

Jennifer Gilray, Ed.D.
Assistant Director

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

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

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

3/1/2024

DATE (MM/DD/YYYY) 2/21/2023

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1401996 Sarasota Orthopedic Associates LLC 2750 Bahia Vista St Sarasota FL 34239	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** Zurich American Insurance Co of Illinois — 27855 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES SAROR **CERTIFICATE NUMBER:** 15182958 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	CPO 0184227-06	3/1/2023	3/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	CPO 0184227-06	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $ $0	N	N	AUC 0184226-06	3/1/2023	3/1/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $ XXXXXXX
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 0673910-00	3/1/2023	3/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

15182958
FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE



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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
SARASOTA ORTHOPEDIC ASSOCIATES, LLC

Filing Information

Document Number	L00000008758
FEI/EIN Number	65-1025457
Date Filed	07/24/2000
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/02/2018
Event Effective Date	NONE

Principal Address

2750 BAHIA VISTA STREET
SUITE 100
SARASOTA, FL 34239

Changed: 12/09/2003

Mailing Address

2750 BAHIA VISTA STREET
SUITE 100
SARASOTA, FL 34239

Changed: 12/09/2003

Registered Agent Name & Address

BLALOCK WALTERS, P.A.
2 NORTH TAMIAMI TRAIL
SUITE 400
SARASOTA, FL 34236

Name Changed: 08/02/2018

Address Changed: 08/02/2018

Authorized Person(s) Detail

Name & Address

Title MGR

SILVERSTEIN, JEFFREY MD
2750 BAHIA VISTA STREET
SUITE 100
SARASOTA, FL 34239

Title MGR

FARINO, GREGORY, MD
2750 BAHIA VISTA STREET
SUITE 100
SARASOTA, FL 34239

Title Manager

Barre, Julie Gladden, Dr.
2750 Bahia Vista St
Ste 100
Sarasota, FL 34239-2640

Title Manager

Raye, Justin M, Dr.
2750 Bahia Vista St
Ste 100
Sarasota, FL 34239-2640

Title Manager

Page, Steven M, Dr.
2750 Bahia Vista St
Ste 100
Sarasota, FL 34239-2640

Annual Reports

Report Year	Filed Date
2020	03/04/2020
2021	01/29/2021
2022	03/09/2022

Document Images

03/09/2022 -- ANNUAL REPORT	View image in PDF format
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08/02/2018 -- LC Amendment	View image in PDF format
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01/08/2014 -- ANNUAL REPORT	View image in PDF format
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01/24/2013 -- ANNUAL REPORT	View image in PDF format
03/05/2012 -- ANNUAL REPORT	View image in PDF format
03/31/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
09/22/2009 -- Reg. Agent Change	View image in PDF format
05/01/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
03/30/2006 -- ANNUAL REPORT	View image in PDF format
06/13/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- Reg. Agent Change	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
04/11/2001 -- ANNUAL REPORT	View image in PDF format
07/24/2000 -- Florida Limited Liabilites	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 10.4

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Extend the Use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, Continued Procurement for Products and Services, Estimated in the Amount of $4,000,000.00 Per Fiscal Year

Executive Summary
The Board previously approved the use of the State of Florida NASPO ValuePoint Contract #43211500-WSCA-15-ACS for computer equipment, peripherals, and services. The contract has been extended, with the agreement of the suppliers. The District purchases computers, peripherals, and services from authorized resellers/fulfillment subcontractors per the State of Florida agreement. The Information Technology budget accounts for approximately 60% of the expenditures, with the other 40% of the expenditures budgeted through school, special programs, grants, and other funds as needed.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the contract extension period are expected to be in line with the current year's spend. The contract period is valid through July 31, 2023 with renewals and extensions as executed by the State of Florida.

Historical expenditures are as follows:

- 2020-2021 $3,448,912.88
- 2021-2022 $2,980,988.26
- YTD 2022-2023 $3,169.094.78

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

School Board Policy 6320 states," Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts.

Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium service organizations pursuant to F.S. 1001.451. This policy does not apply to services that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company."

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

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

Recommendation
The Superintendent recommends approval to extend the use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, continued procurement for products and services, estimated in the amount of $4,000,000.00 per fiscal year.

Financial Impact
The funding source for this expenditure is Capital, General Fund, Referendum Fund, Grants, and school/department funds and is included in the approved budget for 2022-2023.

Contact
Submitting Departments: Purchasing and Information Technology
Initiated By: Ruth Gruett and Scott Hansen

Attachments:
43211500-WSCA-15-ACS - Contractors by Product Category
Subcontractor Dealer Reseller Information Form
Subcontractor Dealer Reseller Information Form - HPE FL PC4

Product Category	Contractors
1 - Desktops	Apple Inc. Dell Marketing LP Howard Industries Inc. dba Howard Technology Solutions HP, Inc. (Front Office Products) Lenovo (United States), Inc.
2 - Laptops	Apple Inc. Dell Marketing LP Howard Industries Inc. dba Howard Technology Solutions HP, Inc. (Front Office Products) Lenovo (United States), Inc. Microsoft Panasonic
3 - Tablets	Apple Inc. Dell Marketing LP Howard Industries Inc. dba Howard Technology Solutions HP, Inc. (Front Office Products) Lenovo (United States), Inc. Microsoft Panasonic
4 - Servers	Dell Marketing LP Howard Industries Inc. dba Howard Technology Solutions HP Enterprise (Back Office Products) IBM Corporation Lenovo Global Technology (United States), Inc.
5 - Storage	Dell Marketing LP EMC Corporation Howard Industries Inc. dba Howard Technology Solutions HP Enterprise (Back Office Products) IBM Corporation Lenovo Global Technology (United States), Inc. NetApp, Inc. Pure Storage Inc.

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Computer Equipment, Peripherals, and Services
Contract Number: 43211500-WSCA-15-ACS
Contractor Name: HP Inc. (Front Office Products)

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

*Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select 'Y' for each county served; press **Ctrl + Q** to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Agilant Solutions, Inc. DBA Computer System Support	www.cssfla.com	Mark Romanowski	mromanowski@GoAgilant.com	866-308-3920		48 West 37th Street	New York	NY	10018		Statewide	9/30/2015
Broadway Typewriter Company, Inc.	www.areyjones.com	Erica Eichmann	erica.eichmann@areyjones.com	800-998-9199		1055 6th Avenue, Suite 101	San Diego	CA	92101		Statewide	9/30/2015
CDW Logisitcs, Inc.	www.cdw.com	Ashley DiCiucio	ashlgri@cdw.com	312-705-5542		230 N Milwaukee Avenue	Vernon Hills	IL	60061		Statewide	9/30/2015
MRA International, Inc	www.mrainternational.com	Angelo Tirone	angelo@mrainternational.com	732-222-0997		295 Morris Ave Ste 101	Long Branch	NJ	07740		Statewide	8/23/2021
Office Management Systems, Inc.	www.logistasolutions.com	Randy S. Greene	rgreene@logistasolutions.com	205 565-2229		750 S. Northlake Blvd. Suite 1012	Altamonte Springs	FL	32701		Statewide	9/30/2015
PC Connection	www.connection.com	Patrick Leary	pleary@govconnection.com	800-800-0019	33225	1001 Yamato Rd, Ste 200	Boca Raton	FL	33431		Statewide	9/30/2015
Southern Computer Warehouse, Inc.	www.scw.com	Brenna Taylor	Brenna.Taylor@scw.com	877-468-6729		306 Grove Circle	Avon Park	FL	33825		Statewide	9/30/2015
Strictly Technology LLC	www.strictlytech.com	Frazer Langley	info@strictlytech.com	954-606-5440		2300 NW 55th Court	Fort Lauderdale	FL	33309		Statewide	9/30/2015
United Data Technologies Inc.	www.udtonline.com	Tony Cossio	Tony.Cossio@udtonline.com	800-882-9919		8825 NW 21st Terrace	Doral	FL	33172		Statewide	9/30/2015
World Wide Technology Inc	www.wwt.com	Carol Harting	carol.harting@wwt.com	314-569-7000		1 World Wide Way	Saint Louis	MO	63146		Statewide	9/30/2015

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Computer Equipment, Peripherals, and Services
Contract Number: 43211500-WSCA-15-ACS
Contractor Name: HP Enterprise (Back Office Products)

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press ***Ctrl + M*** *to unhide the columns after Column M (Approved Date) and se*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zi
Agilant Solutions, Inc. (dba ASI System Integration, Inc.)	www.goagilant.com	Mark Romanowski	mromanowski@asisystem.com	212 736-0111	1224	48 West 37th Street, 4th floor	New York	NY	1001
BlueAlly Technology Solutions	www.blueally com	Hope Jepson	purschaseorders@blueally com	919-249-1500		1255 Crescent Green, Suite 300	Cary	NC	2451
CDW Government	www.cdwg.com	Jumana Dihu	jumdihu@cdwg.com	312-547-2495		120 S. Riverside	Chicago	IL	6067
Champion Solutions Group, Inc.	www championsg.com	Beatrice Vener	bv@championsg.com			791 Park of Commerce Blvd, Suite 200	Boca Raton	FL	3348
Comport Consulting Corp	www.comport.com	Dawn Roos	dawn roos@comport.com	201-236-3727		78 Orchard Street	Ramsey	NJ	0744
Converge Acquistion LLC (dba Corus 360)	www.corus360.com	Lynda Thomas	lthomas@corus360.com	704-414-6971		130 Technology Pkwy	Norcross	GA	3009
Converge Technology Solutions US, LLC	www.corus360.com	Lynda Thomas	lthomas@corus360.com	704-414-6971		130 Technology Parkway	Norcross	GA	3009
Dasher Technologies, Inc.	www.dasher.com	Angela Armstrong	angela.armstrong@dasher.com	866-898-9506		655 Campbell Technology Parkway, Suite 150	Campbell	CA	9500
DSM Technology Consultants, LLC	www.dsm net	Karl Muehlberger	kmuehlberger@dsm net	863-802-8888		6810 New Tampa Highway, Suite 600	Lakeland	FL	3381
Flagler Technologies	www flagler io	Laura Wagner	info@flagler.io	561 229-1601		5295 Town Center Rd	Boca Raton	FL	3348
GovC (Connection Public Sector)	www.connection.com/ps	Brianna Pappas	brianna pappas@connection com	800-800-0019	33767	732 Milford Road	Merrimack	NH	0305
High Performance Technologies, Inc.	www.highperftech com	Charlie Bosco	charlie.bosco@highperftech com	772 285-4474		1908 SW Woodside Place	Palm City	FL	3499
Insight Public Sector, Inc.	www.insight.com	Pam Potter	pam potter@insight.com	630-924-6810		2250 Pinehurst Boulevard, Suite 200	Addison	IL	6010
Modcomp, Inc. (dba CSPi Technology Solutions)	www cspi.com	Nick Monfreda	nick.monfreda@cspi.com	954-571-4646		1182 East Newport Center Drive	Deerfield Beach	FL	3344
MRA International, Inc		Martin Castagnetta	sales@amrainternational com	866-519-1555		295 Morris Ave	Long Branch	NJ	0774
Office Management Systems (dba Logista)	www logistasolutions.com	Randy S. Greene	rgreene@ ogistasolutions.com	205-565-2229		5911 Greenwood Parkway	Bessemer	AL	3502
P C. Specialists, Inc. (dba Technology Integration Group)	www tig.com	Georgia Vasilion	contractadmin@tig.com	562-279-0950	4962	10240 Flanders Court	San Diego	CA	9212
PC Solutions & Integration, Inc.	www pcsusa net	Frank Rodriguez	frank@pcsusa net	305-667-0633		4937 SW 75 Avenue	Miami	FL	3315
Presidio Networked Solutions LLC	www presidio.com	Portia Speight	pspeight@presid.o.com	301 313-2028		5337 Millenia Lakes Blvd., Suite 300	Orlando	FL	3283
Prosys Information Systems	www.computacenter.com	Matt Girardot	matt.girardot@computacenter com	678-268-9067		6025 The Corners Parkway Suite 120	Norcross	GA	3009
SHI International Corp	www.sh .com	Gary Wilson	Gary_Wilson@SH com	732-652 3081		290 Davidson Avenue	Somerset	NJ	0887
TouchPoint, Inc.	www touchpoint-inc.com	Kenneth Harper	kharper@touchpo rt-inc.com	904-519-9933		10199 Southside Blvd., Suite 203	Jacksonville	FL	3225
United Data Technologies	www udtonline.com	Mariana Lugaro	mariana lugaro@udtonline.com	305-882-0435		8825 NW 21st Terrace	Doral	FL	3317
Veristor Systems, Inc.	www veristor.com	Murray Granger	murray.granger@veristor com	678-990-1593		4850 River Green Parkway	Duluth	GA	3009
Verteks Consulting	https.//www verteks.com	Don Gulling	dgulling@verteks.com	352-401-0909		2100 SW 22nd Place	Ocala	FL	3447
Vology, Inc.	www vology com	Matt McColgan	mmccolgan@vology.com	813-490-7054		15950 Bay Vista Dr	Clearwater	FL	3376
World Wide Technology	https://www2 wwt.com/	Carol Harting	carol harting@wwt.com	314-995-6103		1 World Wide Way	St. Louis	MO	6314

AGENDA ITEM NO. 10.5

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

Recommendation
The Superintendent recommends approval of the report of teachers out-of-field content, reading, ESOL (English for speakers of other languages), and/or long-term substitutes.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 3.28.2023
OOF ESOL BM 3.28.2023
OOF Reading BM 3.28.2023

OOF Content 3.28.2023 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Wirley	Janel	Lee Middle School	Tchr, Art, MS	Art K-12	3/3/2023	8/2/2023
James	Kaitlyn	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	2/27/2023	5/31/2023
Noga	Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/27/2023	12/19/2024
Noga	Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	2/27/2023	12/19/2023
Broom	Sara	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	2/27/2023	12/21/2023
Clark	Robert	Parrish Community High School	Tchr, VE	Visually Impaired K-12	2/22/2023	2/22/2024
Hunter	Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/15/2023	2/6/2024
Drake	Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/15/2023	2/6/2024
Fernandez	Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/14/2023	2/6/2024
Whittaker	Teresa	Horizons Academy	Tchr, Culinary Arts	Art K-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	English 6-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Mathematics 6-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Middle Grades General Science 5-9	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Social Science 6-12	2/9/2023	2/9/2024
Dykes	Corinne	Horizons Academy	Tchr, VE	Art K-12	2/9/2023	10/2/2023
Dykes	Corinne	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023	10/2/2023
Dykes	Corinne	Horizons Academy	Tchr, VE	Mathematics 6-12	2/9/2023	10/2/2023
Horwitz	Chad	Horizons Academy	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/9/2023	10/30/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023	2/9/2023
Armer	Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2023	2/8/2024
Hudson	Le' Nora	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/6/2023	5/31/2022
Braendel	Patricia	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2023	2/5/2024
Lovin	Tara	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/4/2023	2/1/2024
Disney	Jessica	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	2/3/2023	10/22/2023
Keen	Christine	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2023	5/31/2023
Nueva	Abigail	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2023	11/21/2022
Smith	Carleen	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	1/31/2023	9/22/2024
Thompson	Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/30/2023	1/9/2024
Taylor	Madison	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/30/2023	10/1/2024
Simpson	Nancy	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	1/30/2023	1/30/2024
Couvertier Mojica	Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	1/30/2023	5/31/2023
McNear	Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/30/2023	1/22/2024
Milhaven	James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/27/2023	1/9/2024
Mihalik	Donald	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2023	1/24/2024
Altes	Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2023	1/24/2024
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	1/23/2023	1/9/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Elementary Education K-6	1/23/2023	11/29/2022
Franco Rengifo	Valentina	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/18/2023	1/8/2024
Giustino	Alicia	Kinnan Elementary School	Tchr, VE/SC	Elementary Education K-6	1/18/2023	1/9/2024
Ralston	Emily	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/18/2023	11/28/2023
Masterson	Teresa	McNeal Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	1/18/2023	11/28/2023
Fishman	Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/18/2023	5/31/2024
McGill	Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/16/2023
Gundersheimer	Lee	Southeast High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/12/2022
Reeves	Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023	5/31/2023
Simpson	Nancy	Kinnan Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023	10/24/2023
Solano	Gabriella	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/17/2023	5/31/2023
Wolter	Timothy	King Middle School	Tchr, Technology	Engineering and Technology Education	1/13/2023	10/8/2023
Woellmer	Brittney	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/13/2023	10/17/2023
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	1/10/2023	1/10/2024
Lejarzar	Gary	Tillman Elementary School	Tchr, Fifth Grade	Elementary Education K-6	12/13/2022	5/31/2023
Miller	Craig	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/12/2022	11/28/2023
Clark	Cayla	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	12/9/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/8/2022	5/31/2025
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	12/8/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	12/8/2022	5/31/2024
Washington	Paula	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	12/2/2022	11/28/2023
Price	Kavious	Manatee High School	Tchr, VE	Exceptional Student Education K-12	12/2/2022	11/28/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	12/2/2022	5/31/2024
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	12/2/2022	5/31/2024
Howard	Joshua	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	11/14/2022	5/30/2023
Fenton	Michelle	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/26/2022	10/14/2023
Sabo	Benjamin	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022	10/11/2022
Grant	Kimberly	Moody Elementary School	Tchr, Music, ES	Music K-12	10/10/2022	5/31/2023
Erhardt	Bruce	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
DiStefano	Anthony	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	10/8/2022	5/31/2023
Bock	Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	9/27/2022	5/31/2023
Robinson	Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2022	9/26/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	9/19/2022	5/31/2023
Mendez	Jessica	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/18/2022	5/31/2023
Daly	Stefania	Lee Middle School	Tchr, Business Technology	Business Education 6-12	9/18/2022	5/31/2023

Davis	Michael	Southeast High School	Tchr, Reading, HS	Readinbg K-12	9/18/2022	5/31/2023
Epstein	Nancy	Southeast High School	Tchr, Reading, HS	Readinbg K-12	9/18/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	9/12/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	9/12/2022	5/31/2024
Zuluaga	Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	9/12/2022	5/31/2023
Chacon	Anna	Manatee Elementary School	Tchr, Pre-K	PreKindergarten/Primary Education PK-3	9/7/2022	5/31/2023
Negroni	Ivette	Manatee Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	9/7/2022	5/31/2023
Hamilton	Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	9/7/2022	5/31/2023
Jackman	Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	9/7/2022	5/31/2023
Coberly	Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	9/6/2022	5/31/2023
Henriquez Mendoza	Daniela	Palmetto Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/6/2022	5/31/2023
Bock	Jessie	Gullett Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/31/2022	5/31/2023
Gobbo	Gabriella	Abel Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/30/2022	5/31/2023
Beebe	Patricia	Jain Middle School	Tchr, Science, MS	Exceptional Student Education K-12	8/30/2022	5/31/2023
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/29/2022	5/31/2024
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/29/2022	5/31/2023
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/29/2022	5/31/2023
Ehresmann-Dryer	Gail	Stewart Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/19/2022	5/31/2023
Collier	Robert	Lakewood Ranch High School	Tchr, Technology	Engineering and Technology Education	8/18/2022	5/31/2023
Ferrell	Savannah	Lee Middle School	Tchr, Reading, MS	Readinbg K-12	8/17/2022	5/31/2023
Kozuch	Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	8/16/2022	5/31/2023
Collins	Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	8/16/2022	5/31/2023
Collins	Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/16/2022	5/31/2023
Dejneka	Ulyana	Braden River High School	Tchr, Art, HS	Art K-12	8/12/2022	5/31/2023
CARDER	ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	8/8/2022	5/31/2023
Coleman	Brittney	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	6/30/2022	2/7/2023
Dickens	Heather	Bashaw Elementary School	Tchr, Fifth Grade	PreKindergarten/Primary Education PK-3	6/16/2022	9/30/2022
Walton	Ronald	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/22/2022	5/31/2022
Ansbro	Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/18/2022	2/7/2023
Darland	Deborah	Southeast High School	Tchr, VE	Elementary Education K-6	2/15/2022	5/31/2022
Franklin	Katrina	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	2/14/2022	11/1/2022
Hebert	Kristy	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	2/3/2022	5/31/2022
Garner	Alex	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/21/2022	1/10/2023
Garner	Alex	Palmetto High School	Tchr, Technology	Business Education 6-12	1/21/2022	1/10/2023
Freeman	Brea	Lee Middle School	Tchr, Autism Spectrum Disorder	PreKindergarten/Primary Education PK-3	1/13/2022	1/4/2023
Hodge	Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	1/13/2022	12/13/2022
Hodge	Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	1/13/2022	12/13/2023
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2021	12/13/2022
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2021	12/13/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Middle Grades Mathematics 5-9	12/13/2021	11/29/2022
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Exceptional Student Education K-12	12/13/2021	11/29/2022
Diss	Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/19/2021	11/29/2022
Snowden	Rachel	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	11/3/2021	11/15/2022
Murphy	Jack	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/27/2021	10/7/2022
Wilkes	Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/27/2021	10/21/2022
Krell	Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/27/2021	10/21/2022
Suchy	Michael	Manatee High School	Tchr, Physical Educ, HS	Physical Education K-12	10/27/2021	10/12/2022
Phillips	Dianne	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/26/2021	8/1/2022
Boyd	Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/21/2021	10/5/2022
Wright	Rebecca	Buffalo Creek Middle School	Tchr, Physical Educ, MS	Physical Education K-12	10/14/2021	9/30/2022
Weingold	Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/8/2021	10/7/2022
Jones	Cary	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/7/2021	10/4/2022
Shreve	Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	10/6/2021	9/13/2022
Boardman	Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021	9/27/2021
Huffman	Julia	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	9/27/2021	5/31/2020
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	9/24/2021	1/10/2022
Vasiliou	Gina	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/24/2021	5/31/2022
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/22/2021	5/31/2022
Campos	Brittnee	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	9/15/2021	5/31/2023
Dorman	Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2021	9/15/2022
John	Melissa	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	9/15/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/12/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/12/2021	5/31/2023
Webb	James	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12	9/12/2021	5/31/2022
Wright	Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	9/10/2021	5/31/2022
Torchia	Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	9/10/2021	5/31/2022
Torchia	Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	9/10/2021	5/31/2023
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	9/8/2021	5/31/2023
Morris	Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	9/3/2021	6/30/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021	5/31/2023
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/21/2021	5/31/2022

Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	8/21/2021	5/31/2022
McDaniel	Lauren	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021	5/31/2023
Dowling	Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021	5/31/2022
Luther	Latece	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021	5/31/2022
Artis	Heather	Abel Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/30/2021	5/31/2022
Calcorzi	Angel	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	7/30/2021	5/31/2022
Corbran	Caitlyn	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021	5/31/2021
Storm	Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021	2/12/2022
Kennedy	Ryan	Parrish Community High School	Tchr, VE	English 6-12	3/6/2021	2/12/2022
Westendorf	Michelle	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	2/6/2021	1/11/2022
Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Childers	Kelly	Bayshore High School	Tchr, VE	Art K-12	1/21/2021	1/21/2022
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2021	1/10/2022
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Siegel	Kristin	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	11/4/2020	10/19/2021
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/28/2020	10/20/2021
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Motlow-Newhall	Melanie	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
Campbell	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
Searls	Darvin	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020	10/8/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021
Crowe	Maribel	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/26/2020	5/31/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Molchany	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Smith	Samantha	Horizons Academy	Tchr, Reading, HS	Exceptional Student Education K-12	9/13/2020	5/31/2021
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Aguado	Sarah	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	8/28/2020	5/31/2021
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Tretolo	Stephanie	Bashaw Elementary School	Tchr, Fourth Grade	Art K-12	8/20/2020	11/15/2021
Tretolo	Stephanie	Bashaw Elementary School	Tchr, Fourth Grade	Music K-12	8/20/2020	11/15/2021
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	8/6/2020	5/31/2022
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Carpenter	Ashley	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Galati	Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/3/2020	5/31/2021
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Rosario	Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020	5/31/2021
Galiardo	Stacey	Palmetto Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	7/31/2020	5/31/2021
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022
Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Vasquez	Andrea	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020

Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Brust	Doris	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Art K-12	2/4/2020	2/7/2021
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Strom	Cary	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	English 6-12	1/8/2020	10/7/2019
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Munive	Daniel	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	11/12/2019	5/31/2021
Egyed	Peter	Manatee High School	Tchr, Emotion/Behavr Disabil	Art K-12	10/31/2019	5/31/2021
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Paravicini	Scott	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/29/2019	10/31/2020
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Physical Education K-12	10/16/2019	10/16/2020
Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Mezzina	Sabrina	King Middle School	Tchr, VE	Elementary Education K-6	10/10/2019	10/1/2021
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Rogers	Kharma	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	8/9/2019	5/31/2022
Bennett	Robert	Bayshore High School	Tchr, VE	Elementary Education K-6	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	8/9/2019	5/31/2022
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Hair	Robbin	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/8/2019	5/31/2020
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020
Byrne	James	Bayshore High School	Tchr, Science, HS	Physics 6-12	8/1/2019	12/18/2020
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Balsai	Gina	Samoset Elementary School	Tchr, First Grade	PreKindergarten Disabilities Endorsement	8/1/2019	5/30/2020
McIntosh	Maria	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	7/15/2019	5/31/2021
Patalano	Hailey	Parrish Community High School	Tchr, Art, HS	Drama 6-12	7/1/2019	5/31/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Thill	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Caravan	Roxane	Lakewood Ranch High School	Tchr, Drama, HS	Art K-12	2/28/2019	3/4/2020
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Mathematics 6-12	2/28/2019	3/4/2022
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2018	11/5/2020
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	10/17/2018	3/20/2019

Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Fearon	Victoria	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	9/5/2018	5/31/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Rivers	Santiego	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	8/27/2018	5/31/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Frech	Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	8/14/2018	6/30/2018
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
Davies	Jenna	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	8/10/2018	5/31/2019
Tate	Kiara	Southeast High School	Tchr, Other Classroom	English 6-12	8/10/2018	5/31/2019
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019

OOF ESOL BM 3.28.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Cox	Chelsea	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2023	8/1/2024
Miller	Jessica	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/3/2023	8/1/2023
Santory	Jessica	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	3/3/2023	8/1/2024
Rochester	Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/2/2023	8/1/2024
Brandt	Rebecca	Manatee Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/27/2023	8/1/2024
Burton	Carolyn	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	ESOL End. Class 1	2/27/2023	8/1/2023
Chindamo	Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/27/2023	8/1/2024
Patton-Roark	Bruce	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/24/2023	8/1/2024
O'Brien	Susan	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	2/10/2023	8/1/2022
Wolff	Eric	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	2/9/2023	8/1/2021
Gallegos	Tiffany	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	2/9/2023	8/1/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/9/2023	8/1/2024
Bartlett	Keary	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/9/2023	8/1/2024
Davis	Andrea	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	2/8/2023	8/1/2024
Myers	William	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/8/2023	8/1/2021
Hoyden	Melanie	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Harvey	Chondra	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/7/2023	8/1/2023
Madrid	Alexis	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Russ	Carrie	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2020
Hamilton-Smith	Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2023
Chaney	Mary	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/6/2023	8/1/2024
Evers	Robin	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	2/6/2023	8/1/2024
AVILA	ANGELITA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/5/2023	8/1/2024
Parrino	Ashley	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Taleff	Jessica	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	2/5/2023	8/1/2024
Dykes	Lindsey	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Berumen-Marquez	Blanca	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Harris	Jessica	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Ravn	Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/4/2023	8/1/2024
Cowan	Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/4/2023	8/1/2024
Mulcahy	Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	2/3/2023	8/1/2024
Davis	Ashley	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/2/2023	8/1/2024
Koch	Whitney	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Hegewisch	Lindsay	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Curnutte	Carla	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Nuccitelli	Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Amanfi	Kwame	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Casaclang	Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/1/2023	8/1/2024
Montero	Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/1/2023	8/1/2024
Batiz	JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Toso	Claudia	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	1/31/2023	8/1/2024
Cusack	Tracey	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	1/30/2023	8/1/2024
Bratton	Kamille	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/30/2023	8/1/2022
Baranowski	Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	1/30/2023	8/1/2017
Ketterman	Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	1/27/2023	8/1/2021
Schultz	Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/27/2023	8/1/2023
Thompson	Melanie	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Kerlin	Rebecca	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Muniz	Meghan	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/26/2023	8/1/2024
Powers	Erin	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Martin	Jaimie	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Piscopo	Louis	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/18/2023	8/1/2024
Moseley	Lauren	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Shareshian	Michael	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	1/17/2023	8/1/2024
Kleespie	Anna	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/17/2023	8/1/2024
Viverito	Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/13/2023	8/1/2024
Sullivan	Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/22/2022	8/1/2024
Kotler	Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	12/16/2022	8/1/2024
Facer	Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/2/2022	8/1/2024
Carper	Sydni	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Jeffcoat	Sarah	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Blalock	Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	10/4/2022	8/1/2024
Crowe	Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	9/22/2022	8/1/2024

Lopez-Pacheco	Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Riley	Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2022	8/1/2024
Hammond	Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Gilbank	Kristen	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Nelson	Jacquelyn	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Brianna	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Pugh	Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Wolfe	Jaisa	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Case	Denise	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	9/18/2022	8/1/2024
Moore	Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	9/18/2022	8/1/2024
Palkovich	Emily	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Blanco	Elizabeth	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Lashway	Brianna	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Charbonneau	Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Guyre	Brendan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Wylie	Frances	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Boender	Jill	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Durham	Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Marello	Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/14/2022	8/1/2024
Kanz	Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Fields	Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Spencer	Melissa	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Ruch	Jacquelyn	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2022	8/1/2024
Furman	Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	9/7/2022	8/1/2024
Danko	Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/6/2022	8/1/2024
Prucnell	Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/6/2022	8/1/2024
McNary	Amanda	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2022	8/1/2024
Shenning	DeeAnah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
McClintock	Lyndsie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/31/2022	8/1/2024
Wade	Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Jacox	Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Klecka	Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Van Horn	Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Boyle	Lauren	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Lenard	Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/18/2022	8/1/2021
Bellew	Vanessa	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/11/2022	8/1/2024
Cobb	Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/8/2022	8/1/2024
Dolan	Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/8/2022	8/1/2024
Deligiannis	Maria	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022	8/1/2024
Earl	Lauren	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/3/2022	8/1/2020
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Li	Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Smith	Gracyn	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Adams	Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Kilguss	Sarah	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Williams	Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/21/2021	8/1/2023
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Buechner	Danielle	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/20/2021	8/1/2023
Light	Michelle	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023

Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/7/2021	10/4/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Green	Phillip	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/7/2021	10/3/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Melby	Caroline	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/28/2021	8/1/2023
Griffon	Joy	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/27/2021	8/1/2022
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Kozlowski	Eric	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	9/20/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Byrne	Adrianna	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Anioce	Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/9/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Callahan	Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Chrisman	LeAnn	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/2/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Romain	Kenicka	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/27/2021	8/1/2023
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Farrell	Sarah	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/21/2021	8/1/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/20/2021	8/1/2023
Sawyer	Teri	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Mynatt	Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/18/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/17/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Cole	Emily	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Crowley	Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Douglas	Kelli	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	3/10/2021	8/1/2012
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Anderson	Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/9/2021	8/1/2012
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Williams	Bradley	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	3/2/2021	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021

Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Daspit	Katie	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	12/17/2020	8/1/2022
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	8/1/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Bryant	Andre	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	10/23/2020	8/1/2022
Garber	Valerie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Angstadt	Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Abend	Tristan	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/17/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Collins	Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/6/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Vines	Janet	Palm View K-8 School	Tchr, Fifth Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Lavigne	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Walker	Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Steiner	Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Lima	Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Addair	Caressa	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	1/15/2020	8/1/2021
Azcui Cucci	Jillian	Jain Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/13/2020	8/1/2021
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Autrey	Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/31/2019	8/1/2021
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Gould	Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2019	8/1/2021
Post	Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	9/9/2019	8/1/2020
Baxter	Maurice	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	9/6/2019	8/1/2012
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Cardozo	Chelsea	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/5/2019	8/1/2021

Hardin	Kerri	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/5/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Best	Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Barringer	Jeanne	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Murphy	Bonnie	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/17/2019	8/1/2022
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Stollar	Megan	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2020
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Lehman	Tracie	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	7/10/2019	8/1/2021
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Chmielewski	Brenda	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/2/2019	8/1/2018
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Gomez Ojeda	Arelys	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Ajani-Smith	Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	6/21/2019	8/1/2015
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Ramos Chesnik	Claudia	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
McKellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Rulhe	Heather	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Coston	William	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/19/2019	8/1/2019
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Wagstaff	Michele	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
McCarron	Aurora	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Rambo	Christopher	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019

Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Urban	Tiffany	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Baker	Sarah	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2015
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Sirota	Leigh	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Severo	Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Nickerson	Susan	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/5/2019	8/1/2019
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Merrill	Kendra	Kinnan Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/4/2019	8/1/2019
Comegno	Iris	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2018
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Ventling	Olivia	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Hayes	Ellie	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	5/22/2019	4/20/2009
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012
Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Hinton	Renee	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/14/2019	6/24/2005
Baker	Pamela	King Middle School	Tchr, Gifted	ESOL End. Class 1	5/14/2019	3/13/2016
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Bowers	Ann	Braden River Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2012
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hustedt	Linda	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	8/1/2019
Dacosta	Maria	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	5/13/2019	12/6/2000
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Odell	Keltie	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	5/8/2019	8/1/2007
Babroski	Angela	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Paternostro	Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	5/7/2019	8/1/2019
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013

Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Saavedra	Amy	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	3/13/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Gardini	Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Alberry	Erika	Rogers Garden-Bullock ES	Tchr, VE/SC	ESOL End. Class 1	1/23/2019	8/1/2020
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Harvin-Peterson	Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	12/14/2018	8/1/2018
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Clark	William	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	11/13/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/31/2018	8/1/2020
Chalmers	Wendi	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/22/2018	8/1/2019
Pope	Misty	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/11/2018	8/1/2015
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Walker	Tasha	Mills Elementary School	Tchr, VE/SC	ESOL End. Class 5	9/5/2018	8/1/2022
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Smith	Olivia	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	9/4/2018	8/1/2020
Peters	David	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/31/2018	8/1/2020
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Sandberg	Sarah	Manatee High School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Bean	Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hughes	Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
BURKHART	BRITTNEY	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/14/2018	8/1/2020
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018

OOF Reading BM 3.28.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Laport	Lisa	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Reyes	Claudia	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/20/2020	11/1/2021
Dominis	Jenny	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
France	Brijet	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sutherland	Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Furman	Jan	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/10/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Swartling	Melinda	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Shilling	Michelle	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Allen	Brigitte	Rogers Garden-Bullock ES	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Rumph	Sylvia	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	10/7/2022	5/31/2023
Cardenas	Cynthia	Abel Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
White	Charlie	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Wilson	Eugena	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gray	Donna	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Smith	Elizabeth	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021

Pollard	Sharran	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Lagasse	Elizabeth	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Newsome	Gwendolyn	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Beckner	Tracy	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Engelberger	Kristie	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Leverenz-Pikulski	Debra	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Spence	Lesley	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Carson	Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Miller	Ashlee	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sheehan	Randi	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Compton	Kathryn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2019
Denny	Rachel	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Spisak	Stephen	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	7/23/2020	5/31/2021
Wetherson	Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/6/2020	11/1/2021
Cappiello	Xiomara	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
French	Sharon	Samoset Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Gil	Katherine	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bue	Jennifer	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Kerney	Kaitlinn	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Garcia	Rebecca	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ujvari	Adrienn	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Rogers	Christina	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Smith	Samantha	Horizons Academy	Tchr, Reading, HS	Reading Endorsement	2/9/2023	5/31/2023
Kil	Wendy	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Gruwell	Lorena	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Kiker	Kari	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brady	Deborah	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Berninger	Andrea	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Byrne	Karin	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Lindenauer	Lourdes	Miller Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Murphy	Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/5/2020	11/1/2021
Mccoy	Vivian	Braden River Middle School	Tchr, Mathematics, MS	Reading Endorsement Class 1	9/29/2020	9/21/2021

AGENDA ITEM NO. 10.6

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

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

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

The personnel recommended for appointments for the 2022-2023 school year have been interviewed by members of the administrative staff and have applications with favorable references on file in the Human Resources Department.

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

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.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 3.28.2023

Type		Information/Position/Location	Eff Date
Appointments/Admin			
	Accola, Tara	Behavioral Specialist ESE Professional Support Center **(Range $53,004-$94,738)**	2/21/2023
	Shaberts, Kalee	Grant Resource Specialist Professional Support Center **(Range $58,922-$104,788)**	3/6/2023
	Taylor, Mary	Behavioral Specialist ESE Professional Support Center **(Range $53,004-$94,738)**	2/21/2023
	Wildes, David	Project Director Matzke Support Center **(Range $66,325-$117,517)**	2/21/2023
Appointments/Para			
	Cothron, Bryce	Teacher Aide, ESE Harllee Full Support Center	2/21/2023
	Farooq, Sarah	Teacher Aide, ESE Jain Middle	2/21/2023
	Gierhart, Allison	Teacher Aide, Pre-K Integrated Manatee Elementary	2/21/2023
	Lee, Fontella	Health Aide Harllee Full Support Center	2/21/2023
	Mounts, Auria	Classroom Sub Palmetto High	2/19/2023
	Muller, Markie	Teacher Aide, ES Rogers Garden- Bullock Elementary	2/22/2023
	Solis Diaz, Mary	Teacher Aide, ESOL Palmetto High	2/21/2023
	Taffuri, Diana	Teacher Aide, ESE, One-on-One Williams Elementary	2/21/2023
Appointments/Prof			
Req. 7986	*Bohannon, Rebeckah*	Fourth Grade Teacher Miller Elementary **B.S. University of South Florida**	2/21/2023

Type		Information/Position/Location	Eff Date
Req. 6734	Buechner, Danielle	Kindergarten Teacher Daughtrey Elementary **B.S. University of Phoenix**	2/21/2023
Req. 7992	DeMilio, Lisa	Speech & Language Pathologist Daughtrey Elementary **M.A. University of South Florida**	2/21/2023
Req. 7256	Walker, Catherine	Teacher, ASD Rogers Garden- Bullock Elementary **B.A. Eckerd College**	2/21/2023
Appointments/Supp			
	Bulger, Justin	Bus Driver Matzke Support Center	2/21/2023
	Germeille, Naomie	Bus Aide Matzke Support Center	2/21/2023
	Liemann, Michelle	Cafeteria Manager I, Floater Wakeland Support Center	2/21/2023
	Vasquez Aponte, Brenda	Custodian 8 Hr. Palmetto High	2/21/2023
	VazquezAlvarado, Nirza	Secretary II - 12 Mo. School Support Center	2/21/2023
Resignations/Admin			
	Alarcon, Maegan	Behavioral Specialist ESE Professional Support Center	3/16/2023
	Alicea, Sarah	Labor Relations Manager School Support Center	2/18/2023
	Buckley, Erin	Federal Programs Specialist Professional Support Center	3/18/2023
	Garrett, Rosalyn	Accountant School Support Center	6/30/2023
	Mcintyre, Michael	Sr. Network Sys & Security Engineer School Support Center	3/18/2023
	Tso, Erin	Sign Language Interpreter Lee Middle	3/4/2023

Type		Information/Position/Location	Eff Date
	Whitesell, Brianne	Route Administrator Matzke Support Center	2/18/2023
Resignations/Para			
	Cederman, Vera	Classroom Sub Blackburn Elementary	2/27/2023
	Cuvero Claero, Giomara	Teacher Aide, ESOL Daughtrey Elementary	2/27/2023
	Davis, Michael	Teacher Aide, ESE, One-on-One Blackburn Elementary	3/4/2023
	Deeringer, Bryce	Classroom Sub Buffalo Creek Middle	3/8/2023
	Fountaine, Kamal	Teacher Aide, ES Tillman Elementary	2/18/2023
	Hernandez, Jaqueline	Teacher Aide, Pre-K Integrated Daughtrey Elementary	3/4/2023
	Jackson, Mikinzi	Classroom Sub Buffalo Creek Middle	3/31/2023
	Needham, Michelle	Teacher Aide, ESE Harvey Elementary	5/31/2023
	Rappaport, Melissa	Teacher Aide, ESE, One-on-One Gullett Elementary	2/25/2023
	Remon, Juan	Teacher Aide, ES Bayshore Elementary	2/2/2023
	Sofman, Lewis	Classroom Sub Lakewood Ranch High	2/11/2023
Resignations/Prof			
	Altenbernd, Elizabeth	Teacher, Mathematics, HS Bayshore High	2/3/2023
	Andersen, Leslie	First Grade Teacher Mills Elementary	5/30/2023
	Armes, Shannon	First Grade Teacher Miller Elementary	2/28/2023

Type		Information/Position/Location	Eff Date
	Barringer, Jeanne	Fourth Grade Teacher Miller Elementary	5/30/2023
	Bergbom, Cason	Kindergarten Teacher Miller Elementary	5/30/2023
	Christie, Kayla	Second Grade Teacher Willis Elementary	2/25/2023
	Czerwinski, Kayla	Teacher, Music, MS Haile Middle	5/31/2023
	Dawson, Dianne	First Grade Teacher Samoset Elementary	2/25/2023
	Dunn, Emily	Teacher, Music, ES Samoset Elementary	5/31/2023
	Earl, Lauren	Third Grade Teacher Blackburn Elementary	3/11/2023
	Harrington, Robin	First Grade Teacher Harvey Elementary	5/30/2023
	Kincaid, Natalie	First Grade Teacher Daughtrey Elementary	2/23/2023
	Lampi, Trisha	Teacher, Physical Education, HS Manatee High	3/10/2023
	Lindenauer, Lourdes	First Grade Teacher Miller Elementary	5/30/2023
	McGaughey, Jennifer	Teacher, Physical Education, ES Oneco Elementary	2/5/2023
	Molesky, Kathleen	Third Grade Teacher Johnson K-8	5/30/2023
	Murphy, Trista	Fourth Grade Teacher Miller Elementary	2/13/2023
	Nguyen-Walker, Tin	Teacher, VE Tillman Elementary	3/1/2023

Type		Information/Position/Location	Eff Date
	Porter, Melissa	Teacher, Agriculture/Nat Resources Buffalo Creek Middle	6/6/2023
	Saldivar, Kristin	Fourth Grade Teacher Oneco Elementary	3/1/2023
	Scott-Atbashian, Larissa	Second Grade Teacher Blackburn Elementary	5/30/2023
	Swank, Sandra	Third Grade Teacher Mills Elementary	5/30/2023
	Willis, Amy	Media Specialist, ES Williams Elementary	5/30/2023
	Wolf, Leslie	Teacher, Science, MS Buffalo Creek Middle	5/30/2021
Resignations/Supp			
	Agosta Oquendo, Tiffany	Registar II Professional Support Center	3/11/2023
	Bloome, Enedelia	Registrar I Professional Support Center	3/10/2023
	Bumila, Tracy	Safety Guardian Matzke Support Center	2/22/2023
	Carton, Kathleen	Guidance Clerk, ES Moody Elementary	3/25/2023
	Causey, Alexis	Financial Aid Specialist Manatee Technical College	3/4/2023
	Dexter, James	Bus Driver Matzke Support Center	2/11/2023
	Diaz, Tomas	Bus Driver Matzke Support Center	3/1/2023
	Enloe, Theresa	Food Service Worker - 6 Hr. Sugg Middle	2/18/2023
	Franco, Annette	Financial Aid Specialist Manatee Technical College	2/6/2023

Type		Information/Position/Location	Eff Date
	Guerrero de Paz, Odain	Custodian 8 Hr. Prine Elementary	3/3/2023
	Hammonds, Cynthia	Custodian 8 Hr. King Middle	2/8/2023
	Hoffner, Tara	Food Service Worker - 6 Hr. Jain Middle	4/1/2023
	Holbrook, Yvonne	Food Service Worker - 5 Hr. Bayshore Elementary	2/25/2023
	Hunt, Bonnie	Custodian 8 Hr. Southeast High	2/24/2023
	Jimenez Reyes, Javier	Custodian 8 Hr. Manatee Technical College	3/31/2023
	Melendez, Julia	Food Service Worker - 6 Hr. Gullett Elementary	2/14/2023
	Mercado, Pierre	Custodian 8 Hr. Harvey Elementary	3/11/2023
	Moccabee, Doreen	Bus Aide Matzke Support Center	2/1/2023
	Moore, Faith	Food Service Worker - 6 Hr. Lee Middle	3/10/2023
	Perri, Janice	Food Service Worker - 5 Hr. Lakewood Ranch High	2/18/2023
	Purdy, Jessica	Custodian 8 Hr. Palmetto High	2/7/2023
	Rivera, Rosa	Guidance Clerk Lakewood Ranch High	2/24/2023
	Savona, Rosaria	Food Service Worker - 6 Hr. Jain Middle	3/11/2023
	Summeralls, Elizabeth	Bus Driver Matzke Support Center	3/4/2023

Type		Information/Position/Location	Eff Date
Retirement/Admin			
	Kelley, William	Building Maintenance Services Mgr. Matzke Support Center **13.59 Years**	4/1/2023
	Kern, Theresa	Student Support Specialist Manatee High **9 Years**	5/31/2023
	Wright, Steven	Site Support Service Director School Support Center **36.42 Years**	7/1/2023
Retirement/Para			
	Cady, Donald	Teacher Aide, ES Bashaw Elementary **11.80 Years**	3/10/2023
	Murphy, Mary	Computer Lab Manager McNeal Elementary **8.60 Years**	2/25/2023
	Sauerbier, Ronald	Computer Lab Manager Johnson K-8 **18.92 Years**	5/31/2023
Retirement/Prof			
	Doyle, Christopher	Teacher, Mathematics, MS Haile Middle **8 Years**	5/31/2023
	Lacey, James	Teacher, Physical Education, HS Braden River High **23.60 Years**	6/1/2023
	Smith, Karen	Teacher, Physical Education, ES Johnson K-8 **31.90 Years**	5/1/2023
	Swartling, Melinda	Fifth Grade Teacher McNeal Elementary **35.50 Years**	6/1/2023
Retirement/Supp			
	Figueiredo De Albuquerque, Maria	Custodian 8 Hr. Williams Elementary **18.65 Years**	3/18/2023

Type		Information/Position/Location	Eff Date
	Sanders, Anthony	Custodian 8 Hr. Oneco Elementary **33.50 Years**	5/1/2023
Terminations/Para			
	Bundrage, Joseph	Teacher Aide, HS Palmetto High	2/7/2023
	Muller, Markie	Teacher Aide, ES Rogers Garden- Bullock Elementary	2/22/2023
Terminations/Prof			
	Garcia Zaldivar, Asdrubal	Teacher, Mathematics, MS Johnson K-8	2/25/2023
	Summers, Megan	Second Grade Teacher Bayshore Elementary	2/25/2023
Terminations/Supp			
	Abner, Chacandace	School Nurse, LPN McNeal Elementary	2/17/2023
	Brohel, Brianna	Food Service Worker - 5 Hr. Lincoln Middle	3/1/2023
	Brown, Christina	Custodian 8 Hr. Manatee High	2/8/2023
	Cassel, Logan	Custodian 8 Hr. Harvey Elementary	2/10/2023
	Daniel, Keyanna	Bus Aide Matzke Support Center	2/18/2023
	Mabry, Keavon	Lead Custodian I King Middle	2/5/2023
	Sanchez Vazquez, Ivis Meibel	Custodian 8 Hr. Daughtrey Elementary	2/23/2023
	Torres, Nuris	Cafeteria Manager I, Floater Wakeland Support Center	2/14/2023
	Ward, Christopher	Head Custodian II, Unassigned Matzke Support Center	2/16/2023
Transfers/Admin			
	Paredes, Wendy	From: Field Technician	2/5/2023

Type		Information/Position/Location	Eff Date
		Mills Elementary To: Sr. Field Support Engineer Professional Support Center	
	Rojack, Linda	From: Computer Lab Manager Gullett Elementary To: Field Technician Bayshore Elementary	2/19/2023
	Scznsny, Miranda	From: Senior School Secretary, MS Johnson K-8 To: Position Management Specialist School Support Center	3/5/2023
Transfers/Para			
	Bunce, Kimberly	From: Custodian 8 Hr. Palmetto High To: Teacher Aide, ESE Palmetto High	2/19/2023
	Reagan, Amber	From: CBI Bus Aide Professional Support Center To: Teacher Aide, ESE, One-on-One Horizons Academy	2/19/2023
Transfers/Prof			
	McElroy, Jeannine	From: Teacher, Reading, MS Sugg Middle To: Teacher, Social Studies, MS Sugg Middle	7/1/2023
	West, Johnny	From: Teacher, Language Arts, HS Lakewood Ranch High To: Teacher, Technology Palmetto High	2/19/2023
Transfers/Support			
	Alderman, Jennifer	From: Teacher Aide, ES Rogers Garden- Bullock Elementary To: Custodian 8 Hr. Parrish Community High	3/5/2023
	Hernandez, Viviana	From: Custodian 8 Hr. Daughtrey Elementary To: Custodian 8 Hr. Palmetto High	2/19/2023
	Kiser, Connie	From: Guidance Clerk	2/19/2023

Type		Information/Position/Location	Eff Date
		Lee Middle To: School Bookkeeper, 10.5 Months Lee Middle	
	Norfleet, Marie	From: School Registrar I, MS Johnson K-8 To: Senior School Secretary, MS Johnson K-8	3/5/2023
	Valiente Vasquez, Sandy	From: Custodian 8 Hr. Jain Middle To: Custodian 8 Hr. Willis Elementary	2/19/2023
	Ventura, Alma	From: Food Service Worker - 5 Hr. Blackburn Elementary To: Food Service Worker - 6 Hr. Lincoln Middle	2/19/2023
	White, Emmanual	From: Cafeteria Manager I, Floater Wakeland Support Center To: Cafeteria Manager I Miller Elementary	2/19/2023

AGENDA ITEM NO. 10.7

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Palm View K-8 and Samoset Elementary Schools - Administrative Office Renovations - Agreement Between Owner and Willis Smith Construction - Preconstruction Services, in the Amount of $7,735.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Willis Smith Construction. This agreement authorizes the preconstruction services required to assist with the design, budget, and scheduling with the Project Team for the office renovations. The Project scope of work will include, but is not limited to, modifications to the public lobby area and school reception function.

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 Palm View K-8 and Samoset Elementary Schools - Administrative Office Renovations - Agreement between Owner and Willis Smith Construction - Preconstruction Services, in the amount of $7,735.00.

Financial Impact
The construction management fee for preconstruction is not to exceed $7,735.00 and is included in the total budget of $644,566.84. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. This project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
PVS and SME -Administrative Office Renovations Summary Sheet
PVE & SME - Administrative Office Renovations - CM Contract

Palm View and Samoset Elementary School - Security Office Renovations

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Sweet Sparkman Architects, Inc.	Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Willis Smith Construction	Selected through the Request for Qualifications
BUILDING OFFICIAL:	TBD	

PROJECT BUDGET: $ 644,566.84 (01/09/23) Original Project Budget

HISTORY: Palm View was originally built in the early 1900's. Renovations and a replacement building were completed in 2006. In 2019, Palm View became a Wozniak University School, and a plan was created to make it a K-8 School. With addition to Middle School Students in March 2020, an addition of a gymnasium was built. Samoset Elementary School was originally constructed in 1934. The original facility was demolished and a new school was constructed in 2002. In September 2006, a two story 14 classroom addition was constructed.

SCOPE: The Project scope of work will include but is not limited to the separation of the visitors from the school staff in a walled lobby area, with teller windows and counter with amplified speaker, new doors with magnetic locks, fire alarm and remote releases, existing desk/counters to be modified or replaced with four stations for receptionist/secretaries, add cameras to lobby and connect to the existing camera system.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$42,819.00	July 26, 2022	Approved	Architectural/Engineering Services
TOTAL	$42,819.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 7,735.00	March 28, 2023	Pending	Pre-Construction Services
TOTAL	$ 7,735.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO:	CON#
PROJECT NAME AND LOCATION:	Palm ViewK-8 & Samoset Elementary Schools - Office Security Renovations: • Palm View K-8 School 6025 Bayshore Road, Palmetto, Florida 34221 Manatee County, Florida • Samoset Elementary School 3300 19th St. E Bradenton, FL 34208 Manatee County Florida
PROJECT DESCRIPTION AND SCOPE OF WORK:	**DESCRIBE THE SCOPE OF WORK** (hereinafter, the "**Scope of Work**"). Administrative Office Security Renovation at Palm View K-8 and Samoset Elementary Schools. The project is required to be completed and all grant funds paid by July 25, 2023 to comply with Grant Funding requirements. All grant funds allotted to this project will be paid by the July 27, 2023 School District of Manatee County check distribution date. Exhibit A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$644,566.84** and is comprised of the following:

1. Design Services	$	51,565.00
2. Construction Services	$	515,653.00
3. Owner Services	$	77.348.00
4. FF&E and Technology	$	N/A
TOTAL PROJECT BUDGET:	$	644,566.00

ANTICIPATED NOTICE TO PROCEED:	March 28, 2023
SUBSTANTIAL COMPLETION:	July 07, 2023
FINAL COMPLETION:	July 25, 2023
ARCHITECT/ENGINEER ("**A/E**"):	Sweet Sparkman Architecture & Interiors 1819 Main Street, Suite 400 Sarasota, Florida 34236 Office: (941) 952-0084 Email: tsweet@sweetsparkman.com
CONSTRUCTION MANAGER ("**CM**"):	Willis A. Smith Construction 5001 Lakewood Ranch Blvd., Suite 100 Sarasota, FL 34240 Office: (941) 366-3116 Email: ncarr@willissmith.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this _____ day of _____ in the year ____ by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Willis Smith Construction, 5001 Lakewood Ranch Boulevard, Sarasota, FL 34240**, **Federal Tax ID Number 59-1399895, General Contractor License Number CGC1508975**, for CM to perform all work in connection with the management and construction of **Palm View and Samoset Office Security Renovations,** located at **6025 Bayshore Road, Palmetto, Florida 34221**, and Samoset Elementary School located at **3300 19th Street East, Bradenton, Florida 34208**, said Work being set forth in the plans and specifications prepared by **Sweet Sparkman Architecture & Interiors**, the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$515,653.00**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$ 428,765.47
General Conditions	$ 37,127.00
Overhead and Profit (CM Fee)	$ 23,204.00
Preconstruction	$ 7,735.00
Unforeseen Conditions 3%	$ 15,470.00
Bond .65%	$ 3,352.00
TOTAL	$ 515,653.00

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of **$TBD** based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction

Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. CM shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner

and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to

promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are **N/A**. **Exhibit N/A,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to

be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet

- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$TBD**_____

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 **CM Fee (Overhead and Profit)**

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 **Cost of Work**

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of **48.65%** of wages and **48.65%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of **1.20%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **$ N/A** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at **.20%** of the Contract Amount)
General Liability Insurance	(to be billed at **1.20%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at **.735%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			**Liquidated Damages Per Calendar Day**
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			**Liquidated Damages Per Day**
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner

shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that

this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in

any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these

costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County

Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 Worker's Compensation Insurance

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be

deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and

reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees

diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this

firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number **261677**.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
John R. Williams
1 Matzke Way
Bradenton, Florida 34208

Attention: John Williams
Email: williams12j@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Nathan Carr, Vice President
5001 Lakewood Ranch Boulevard
Sarasota, Florida 34240

Attention: Nathan Carr
Email: ncarr@willissmith.com

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

As Witnessed:

_____

_____

By: _____
Nathan Carr, Vice President

Willis Smith Construction
(Type Name of Corporation)

(Corporate Seal)

DATE: 2-15-2023

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Nathan Carr	Project Executive	As needed
Chris Lepper	Project Manager	As needed
Superintendent on duty	Superintendent	As needed
Wendy Gomez	Administrative Assistant	As needed

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John R. Williams
SBMC Project Assistant	Melody BonAmi
Architect	Sweet Sparkman
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	ME3 Consulting Engineers, Inc.
Electrical Engineer	ME3 Consulting Engineers, Inc.
Construction Manager	Willis A. Smith Construction, Inc.
SBMC Instructional Member	Mrs. Johnson, Principal
SAC Member	Sequoia DuPree

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:

Administrative Office Security Renovation at Palm View K-8 and Samoset Elementary Schools. The project is required to be completed and all grant funds paid by August 01, 2023.

Substantial Completion must occur on July 07, 2023 to place the project on the July 25, 2023 SDMC Board Meeting. Construction Manager will order materials and equipment before the Guaranteed Maximum Price (GMP) in a Pre-GMP package to allow a maximum amount of time for the construction, before the July 07, 2023 Substantial completion deadline.

AGENDA ITEM NO. 10.8

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Interlocal Agreement with Manatee County for Joint Use of Portions of Martha B. King Middle School Site, No Financial Impact

Executive Summary
The School Board owns Martha B. King Middle School, located at 600 75th Street Northwest, Bradenton. The north portion of the campus is rarely used by the School District. Manatee County has requested approval of an interlocal agreement for limited use of the north portion of the campus for its parks and recreational program. The agreement specifies that the County may make listed improvements to the parcel, including replacing four tennis courts that are in disrepair with shell parking, adding tennis/pickleball courts, installing playground equipment, replacing fencing, and installing sod in addition to other related improvements. The County would be responsible for maintaining the grounds and equipment. The parcel would be reserved for exclusive use by the School District during King Middle School hours and during team practice or games. Finally, the agreement includes a provision requiring the School Board to make financial reimbursement to the County for School Board modifications that impact the County improvements within five years. The Capital Plan shows that the School Board has no scheduled improvements proposed on this parcel during the five-year period.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Interlocal Agreement with Manatee County for Joint Use of Portions of Martha B. King Middle School site, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
King MS Interlocal Agreement

INTERLOCAL AGREEMENT

between

MANATEE COUNTY, FLORIDA
and
SCHOOL BOARD OF MANATEE COUNTY
regarding

JOINT USE OF PORTIONS OF MARTHA B. KING MIDDLE SCHOOL SITE

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

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act, § 163.01, Fla. Stat. authorizes local government units to cooperate in order to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns certain property located at 600, 700, and 808 75th Street NW, Bradenton, Florida 34209, PID numbers 3837010002, 3837010051, 3837010150, and 3837000607 and 7th Avenue NW, Bradenton, Florida 34209, PID number 3837000557 as depicted on **Exhibit "A"** attached hereto, (“Parcel A”) in northwest Manatee County, hereinafter referred to as “King Middle School”, which is a public school; and

WHEREAS, the School Board has offered the County limited use of those portions of King Middle School depicted on **Exhibit “B”** attached hereto, (“Parcel B”) for the purposes of providing a community park for the residents of Manatee County; and

WHEREAS, the County has indicated interest in using Parcel B as part of its parks and recreation program; and

WHEREAS, the Amended and Restated Interlocal Agreement for Public School Facility Planning of July 15, 2010, Section 9.4 requires the County and School Board to look for opportunities to co-locate and share use of facilities; and

WHEREAS, the School Board and the County previously entered into an Interlocal agreement for Joint Use of Portions of Martha B. King Middle School Site in 2009 for the aforementioned Parcel B which is slated for termination in 2023; and

WHEREAS, the School Board and the County have agreed to cooperate in using Parcel B, under the terms and conditions set forth in this Agreement; and

WHEREAS, the County and the School Board wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to Parcel B.

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

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but, not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes, Part III of Chapter 163 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
AGREED TERMS OF USE

2.1 School Board Rights and Responsibilities.

A. The School Board agrees to allow the County the nonexclusive use of Parcel B for the sole purpose of a non-fee based recreational use by the public and associated parking purposes related thereto as set forth in this Agreement. Any other use by County shall require prior written approval by the School Superintendent.

B. Use of Parcel B shall be reserved for exclusive use by School Board during King Middle School operating hours, and for School Board uses (e.g. team practice, tournaments and special events during-off school hours) with reasonable notice to County. The County may utilize Parcel B at all times other than the reserved hours described in this paragraph.

2.2 County Rights and Responsibilities.

A. The County has the right to construct or replace the following improvements within Parcel B at its discretion:
   I. Irrigation system
   II. Playground equipment
   III. Pavilion
   IV. Replace existing fencing (with equal or better).

V. Replace the four tennis courts in the northwest corner of the Parcel B with a shell parking lot.
VI. Installation of lighting of courts for night use
VII. Installation of additional courts (tennis /pickleball)
VIII. Signage
IX. Sod

At the termination of the Agreement all improvements shall belong to the School Board.

B. The County shall submit plans and design details to the School Board Superintendent for any improvements referenced in Article 2.2.A. County shall not construct any improvements until the School Board Superintendent grants written approval, which shall not be unreasonably withheld.

C. The County shall be responsible for all maintenance, repair and replacement of the grounds and all improvements within Parcel B and the improvements outlined in Article 2.2.A., including the repair and correction of any damage due to vandalism or abuse, until such time as this Agreement is terminated according to the terms outlined in Article 3.2.

D. Prior to use of Parcel B, County shall install a minimum 6-foot-tall chain link fence with top rail separating Parcel B from the rest of King Middle School. Said fence and corresponding gate specifications must be approved by School Board.

E. The County shall obtain all required local, regional and state permits necessary for improvement of Parcel B at no expense to School Board. School Board, through its Superintendent or designee, shall cooperate on any required signatures necessary to obtain said permits.

F. The County agrees that it will not object to future School Board modifications to Parcels A or B to meet current or future needs of the School Board. For a period of five (5) years from the effective date, School Board agrees to make financial reimbursement to the County for modifications that impact County's improvements to Parcel B.

G. County will establish informational signage regarding rules, hours and use requirements of Parcel B. All signage related to Parcel B must be approved by School Board.

Article III
TERM AND TERMINATION

3.1 Effective Date. This Agreement shall become effective once it has been filed with the Manatee County Clerk of Court as required by§ 163.01(11), Florida Statutes.

3.2 Termination. This Agreement shall remain in full force and effect until 90 days after such time as either party delivers a written notice to terminate or upon mutual agreement of the parties. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the School Board by its Board, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to joint use of Parcel B described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed pursuant to the requirements of Article 4.1 herein.

5.2 Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single agreement.

5.3 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board

and the County each hereby represent, warrant and covenant to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Interlocal Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Interlocal Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Interlocal Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

5.5 Indemnification. County shall be responsible for any claims arising from its use and control of Parcel B, excepting any claims related to the School Board's reserved rights as described herein. This does not waive claims, rights, or defenses the County may have under Florida law or otherwise. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the construction, use or maintenance of Parcel B, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political

subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

5.6 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.7 Ambiguities; Construction. All parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.8 Headings. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

5.9 Severability. In the event any term or provision of the Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

5.10 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.11 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Interlocal Agreement in principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34206

With copies to:

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to School Board:

Superintendent
School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 708-8770

With copies to:

Stephen R. Dye, School Board Attorney
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC.1206
1206 Manatee Avenue West
Bradenton, Florida 34205
Telephone: (941) 748-4411

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year below written.

MANATEE COUNTY, a political subdivision of the State of Florida
By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Clerk

SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

By: _____
Chad Choate III, Chairperson

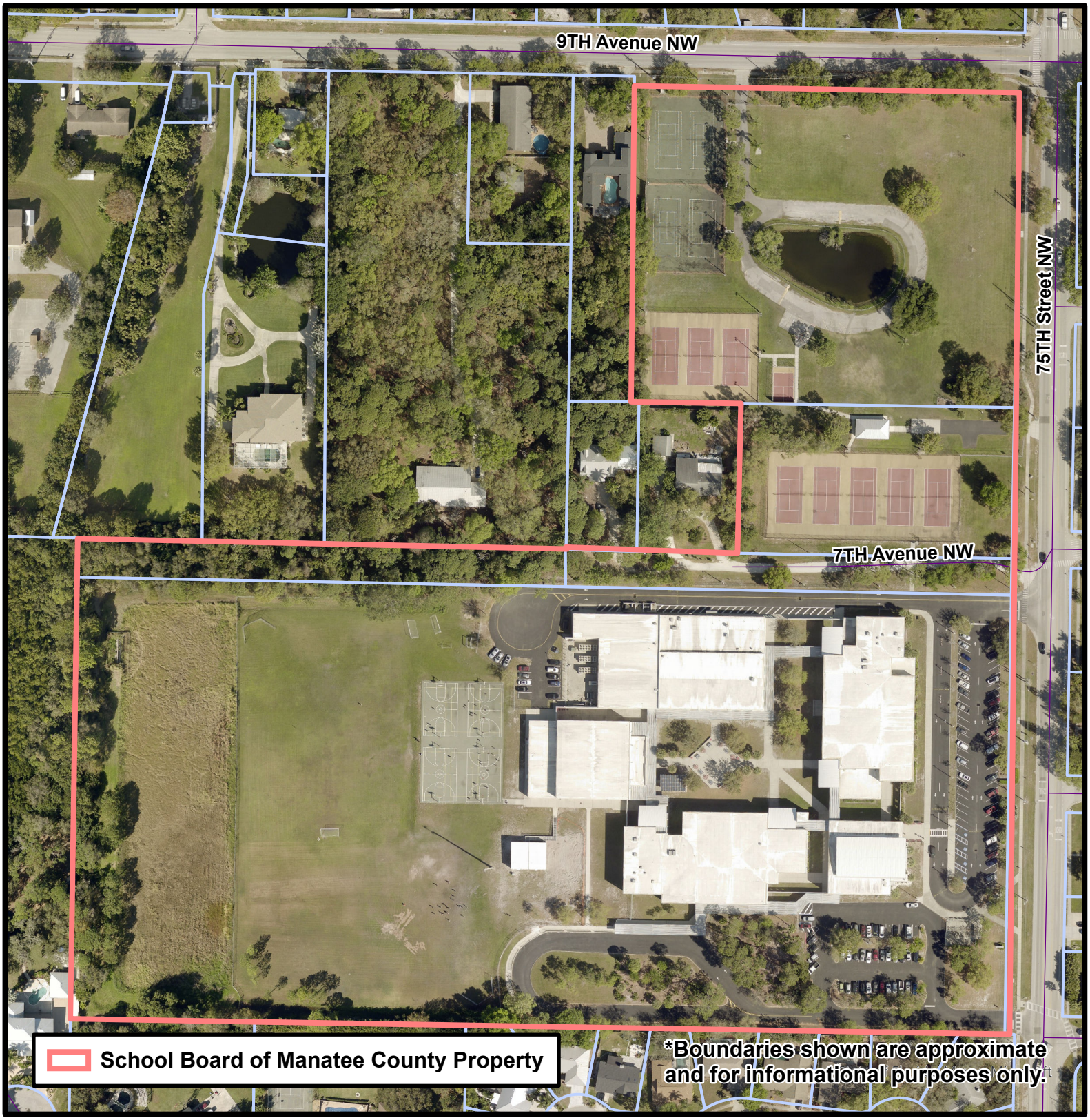
Attest: _____
Cynthia Saunders, Superintendent

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

Date: _____



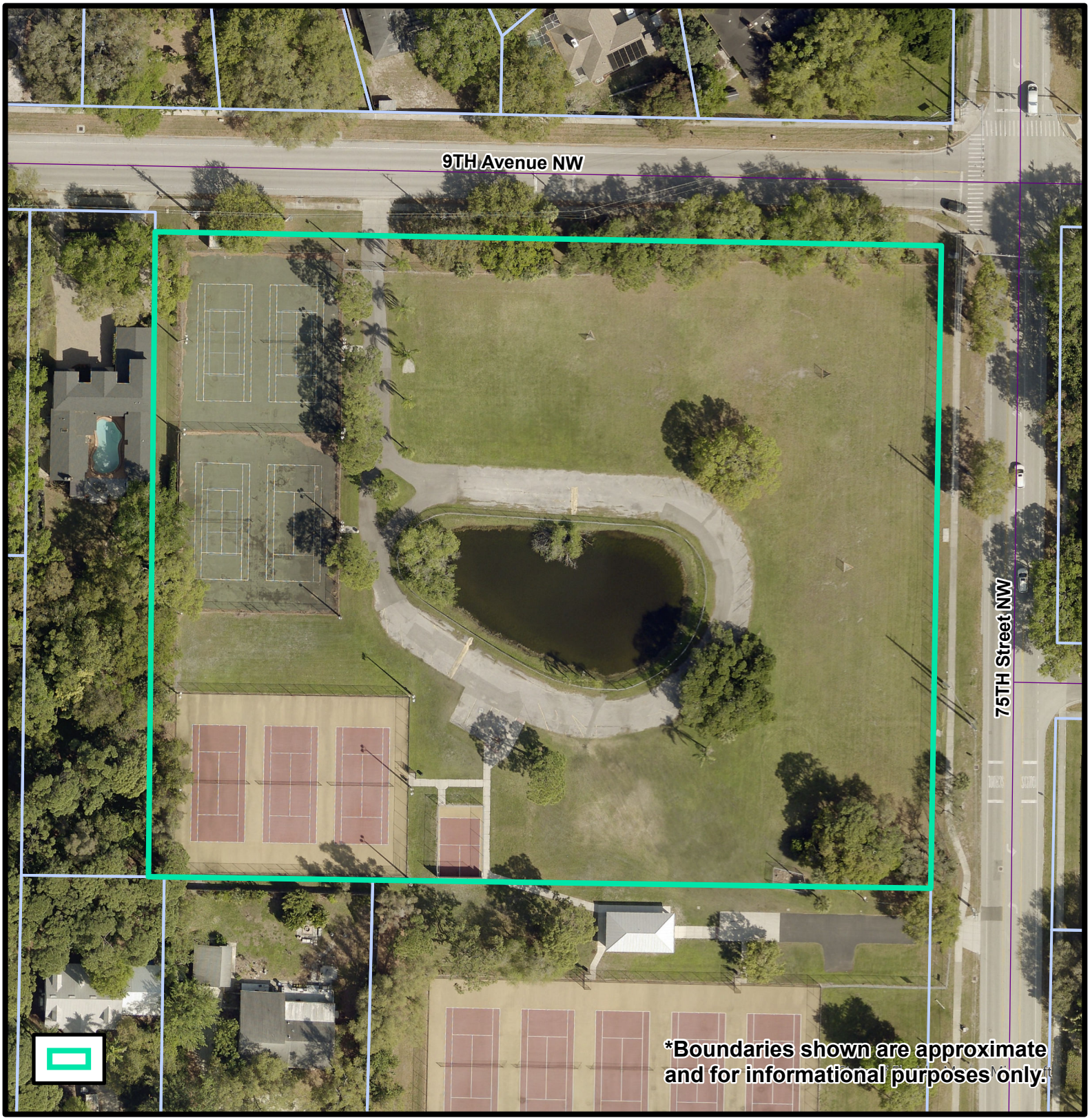
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EXHIBIT A

SCHOOL BOARD OF MANATEE COUNTY PROPERTY

MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209

Manatee County FLORIDA



N
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EXHIBIT B

**SHARED RECREATIONAL
AND PARKING AREA**

**MARTHA B. KING MIDDLE SCHOOL
BRADENTON, FLORIDA 34209**

Manatee County
FLORIDA

AGENDA ITEM NO. 10.9

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Sea Breeze Elementary School - Roof Replacement - Change Orders 1 and 2 - Agreement Between Owner and Manhattan Construction Company, Reduction in the Amount of $310,580.59

Executive Summary
The purpose of the requested action is to approve Change Orders 1 and 2 to the Agreement between Owner and Manhattan Construction Company, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Director Materials Purchase Program to save sales tax.

Sea Breeze Elementary Schools Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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 Sea Breeze Elementary School - Roof Replacement - Change Orders 1 and 2 - Agreement Between Owner and Manhattan Construction Company, reduction in the amount of $310,580.59.

Financial Impact
The amount of Change Order 1 is $292,929.80, and the amount of Change Order 2 is $17,650.79. The revised Guaranteed Maximum Price is $2,241,287.41 and is included in the total budget of $3,300,000.00. This project is funded by Sales Tax Proceeds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Sea Breeze Roof Replacement Project Summary Sheet
SBE Roof Replacement - Change Orders 1 and 2

Sea Breeze Roof Replacement Project

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER: N/A
CONSTRUCTION MANAGER: Manhattan Construction Company Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $3,300,000.00 06/08/2021 Original Project Budget

HISTORY: The school was constructed in 1990, on a site containing a total of 11 acres. The school currenly has 736 student stations. The facility underwent a Technology Retrofit in 1999, a partial roof replacement on Building 1 in 2002, and various upgrades to numerous rooms in 2006.

SCOPE: The scope of this project includes, but is not limited to, a complete re-roof (roof over) of all of the existing buildings on the Sea Breeze Elementary campus to meet all wind loads and code requirements applicable for the location of the school. This will include a complete design build scope, new steel or aluminum roof system, new lightning protection system and all required upgrades to MEP systems that may be required.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	$0	Date		
TOTAL	$0.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	260,500.00	June 8, 2021	Approved	Pre-Construction Services
Admendment 1	2,291,368.00	April 12, 2022	Approved	Amendment 1 Guaranteed Maxiumum Price
Change Order 1:	(292,929.80)	March 28, 2023	Pending	Direct Materials Purchase
Change Order 2:	(17,650.79)	March 28, 2023	Pending	Sales Tax Savings
TOTAL	2,241,287.41			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth A40:Q54to Neg:	$0	Date		Currently on the District's Continuing Contracts List
Agreement:	26,040.00	Date	Not Required	CON0185 Issued for Plans Review, Permitting & Inspection
TOTAL	$26,040.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Sea Breeze Elementary Re-Roof

CHANGE ORDER NUMBER: 001

CHANGE ORDER DATE:

TO: (Contractor):
Manhattan Construction Company
5840 W. Cypress St. Ste. A
Tampa, FL 33607

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: April 12, 2022

You are directed to make the following changes in this Contract:
Reduce GMP Contract total for Direct Material Purchases, per Purchase Order SDMC1-PO00074608.

$ (292,929.80)

Total of Summary $ (292,929.80)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)**(Guaranteed Maximum Price)** was.....	$ 260,500.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 2,291,368.00
The (Contract Sum)**(Guaranteed Maximum Price)** prior to the Change Order was.....	$ 2,551,868.00
The (Contract Sum)**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....	-$292,929.80
The new (Contract Sum)**(Guaranteed Maximum Price)** including this Change Order will be.....	$ 2,258,938.20
The Contract time will be ~~(increased)~~~~(decreased)~~**(unchanged)** by.....	
The date of Substantial Completion as of the date of the Change Order is.....	January 20, 2023

BFrank Studio	Manhattan Construction Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
Steve Carpenter	Michael Miller	1 Matzke Way
Principal	Vice President	Bradenton, FL 34208
By: DocuSigned by: Steve Carpenter 809739484E1E42F...	By: DocuSigned by: Michael Miller CD7FEEC62698432...	By:
Date: 2/16/2023 | 12:07 PM CST	Date: 2/16/2023 | 1:19 PM CST	Date:

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Sea Breeze Elementary Re-Roof

CHANGE ORDER NUMBER: 002

CHANGE ORDER DATE:

TO: (Contractor):
Manhattan Construction Company
5840 W. Cypress St. Ste. A
Tampa, FL 33607

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: April 12, 2022

You are directed to make the following changes in this Contract:
Reduce GMP Contract total for tax savings related to Purchase Order SDMC1-PO00074608 - direct material purchasing.

$ (17,650.79)

Total of Summary $ (17,650.79)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)**(Guaranteed Maximum Price)** was.....	$ 260,500.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 1,998,438.20
The (Contract Sum)**(Guaranteed Maximum Price)** prior to the Change Order was.....	$ 2,258,938.20
The (Contract Sum)**(Guaranteed Maximum Price)** will be ~~(increased)~~**(decreased)**~~(unchanged)~~ by this Change Order.....	-$17,650.79
The new (Contract Sum)**(Guaranteed Maximum Price)** including this Change Order will be.....	$ 2,241,287.41
The Contract time will be ~~(increased)(decreased)~~**(unchanged)** by.....	
The date of Substantial Completion as of the date of the Change Order is.....	January 20, 2023

BFrank Studio	Manhattan Construction Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
Steve Carpenter	Michael Miller	1 Matzke Way
Principal	Vice President	Bradenton, FL 34208
By: DocuSigned by: Steve Carpenter 809739484E1E42F...	By: DocuSigned by: Michael Miller CD7FEEC62698432...	By:
Date: 2/16/2023 | 12:07 PM CST	Date: 2/16/2023 | 1:19 PM CST	Date:

AGENDA ITEM NO. 10.10

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Oneco Elementary School - Renovations - Agreement Between Owner and Universal Engineering Sciences/GFA International, Inc., in the Amount of $196,100.00

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Universal Engineering Sciences/GFA International, Inc., which will provide plans review, permitting, and construction inspection services for the Oneco Elementary School Renovation project.

Oneco Elementary School Renovations Summary Sheet is attached for reference.

This project was included in the Educational Plant Survey.

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 - Renovations - Agreement between Owner and Universal Engineering Sciences/GFA International, Inc., in the amount of $196,100.00.

Financial Impact
The total fee for plans review, permitting, and inspection services is $196,100.00 and is included in the total project budget of $28,300,000.00. This project is funded by Certificates of Participation Series 2021A Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Oneco ES Renovations Project Summary Sheet
Oneco ES Renovations BO Agreement

ONECO ELEMENTARY SCHOOL 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:	$28,300,000.00	07/26/2022 Original Project Budget

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the admininstration/reception office for improved campus entry.

SCOPE: The scope of work will include, but not be limited to: Complete Renovation of the existing facility, demolish of select structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing.

DEPARTMENT OF EDUCATION
APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 1,678,768.00	July 26, 2022	Approved	Architectural / Engineering Services
TOTAL	$ 1,678,768.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	February 22, 2022	Approved	Selection Process
Agreement:	$ 72,800.00	July 26, 2022	Approved	Pre-Construction Services
TOTAL	$ 72,800.00			

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	February 28, 2023	Pending	Plans Rv, Permitteing & Inspection Svcs
TOTAL	$ 196,100.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT BETWEEN OWNER & PLANS REVIEW, PERMITTING AND INSPECTION FIRM

MCSB CONTRACT NO:	CON* TBD
PROJECT NAME AND LOCATION:	ONECO ELEMENTARY SCHOOL/ADDITION AND RENOVATION Manatee County, Florida
PROJECT DESCRIPTION:	The scope of work will include, but is not limited to, a complete renovation of the existing facility, minor non-student station capacity buildings, demolish of select structures, building addition, replacement mechanical systems and associated piping, replacement plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing. at Oneco Elementary School. Exhibits A through C further defining the scope of work, is attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is $34,150,000.00 and is comprised of the following:

1.	Design Services -	$ 1,700,000.00
2.	Construction Services -	$26,500,000.00
3.	Owner Services -	$ 5,753,900.00
4.	Plans Review, Permitting and Inspection Services	$ 196,100.00
	Total Project Budget	$34,150,000.00

START DATE:	TBD
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER:	Zyscovich, LLC. 550 N. Reo Street, #300 Tampa, Florida 33609 Office: (813) 526-7760 Email: aperez@zyscovich.com
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc. 10150 Highland Manor Drive, #135 Tampa, Florida 33610 Office: 813.979.9577 Email: randy.fitkin@cppi.com
PLANS REVIEW, PERMITTING AND INSPECTION:	Universal Engineering Sciences/GFA International, Inc. 1748 Independence Boulevard Sarasota, FL, 34234 Phone: (941) 358-7410 Fax: (941) 358-7353

AGREEMENT BETWEEN OWNER AND PLANS REVIEW, PERMITTING AND INSPECTION FIRM

THIS AGREEMENT,

Made this 28th day of February in the year 2023 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, hereinafter referred to as the Owner, and UNIVERSAL ENGINEERING SCIENCES/GFA INTERNATIONAL INC., 1748 Independence Boulevard, Sarasota, FL, 34234, hereinafter referred to as the PLANS REVIEW, PERMITTING AND INSPECTION FIRM.

FEDERAL TAX I.D. NUMBER: 59-1117804

ARTICLE 1

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

1.1 The Plans Review, Permitting and Inspection Firm accepts a relationship of trust and confidence established between the Owner and himself by This Agreement. He agrees to furnish his professional skill and judgment and to work with the Owner and the Construction Manager to further the interests of the Owner. He agrees to provide professional services and use his best efforts to complete the projects in the most expeditious and economical manner consistent with the Owner's interest.

This Agreement for Professional Services for SBMC PROJECTS NUMBER 3951531861 ONECO ELEMENTARY SCHOOL/ADDITION AND RENOVATION, MANATEE COUNTY, FLORIDA, represent the entire agreement between the Owner and the Plans Review, Permitting and Inspection Firm. This agreement shall not be superseded by any provisions or other documents for construction and may be amended only by written instrument signed by the Owner.

1.2 Definitions:

1.3 Project – The total work to be performed under This Agreement. The project consists of plan review, permitting and inspection.

1.3.1 Owner – The School Board of Manatee County, Florida as represented by the Department of Construction Services and its Project Directors.

1.4.2 Project Director – Person designated by the Director of Construction Services to provide direct interface with the Plans Review, Permitting and Inspection Firm in respect to the Owner's interest and responsibilities.

1.4.3 Construction Manager, or CM – Charles Perry Partners, Inc., 10150 Highland Manor Drive, #135, Tampa, Florida, 33610

1.4.4 Architect/Engineer, or A/E – Zyscovich, LLC, 550 N. Reo Street, #300, Tampa, Florida, 33609

1.4.5 Plans Review, Permitting and Inspection – Universal Engineering Sciences/GFA International, Inc., 1748 Independence Boulevard, Sarasota, FL, 34234

1.4.6 Owner's Construction Services Budget – Owner's funds budgeted and requested for the construction of the project. The Owner's Construction Services Budget is $26,500,000.00, including all CM's management fees, cost of the work and the CM's and Owner's interface contingencies.

1.4.7 The total cost of the projects including design services, construction services, Owner services, Plans Review, Permitting and Inspection Firm and all fees and other costs necessary to design, develop and construct each project is $34,150,000.00.

1.4.8 Plans Review, Permitting and Inspection Firm Personnel – Key personnel shall be shown in Exhibit C and shall not be revised without the written approval of the Owner.

1.4.9 Substantial Completion – The term "substantial completion" shall mean that the project under this contract is sufficiently completed in accordance with the contract documents, so that the owner can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the contract documents and a certificate of occupancy has been issued by the permitting authority and a substantial completion certificate has been fully executed. (Note: The issuance of a certificate of occupancy, in itself, does not constitute "substantial completion").

1.4.10 Final Completion – The term "Final Completion" shall mean all of the following events have occurred:

(1) Pursuant to the terms of the contract, an architect or engineer certifies that the project is substantially complete and, within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.
(2) The issuance of a certificate of occupancy for the project, and within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.
(3) The owner takes possession of the Project and, within the time provided in the contract between the owner and the CM, the owner submits a written punchlist to the CM and the CM completes all of the items on the punchlist.

ARTICLE 2

COMPENSATION

2.1 The Owner agrees to pay the Plans Review, Permitting and Inspection Firm as compensation for his services as described in Attachment B, lump sum amount of $196.100.00 to be paid per Article 8.1.

Total Plans Review, Permitting and Inspection Firm Fee $196,100.00

2.2 Any additional services to address issues beyond the Scope of Work defined in Exhibit B are to be paid as mutually agreed between the Plans Review, Permitting and Inspection Firm and the Owner by lump sum or a multiple of payroll costs.

2.3 Additional services to be paid as a multiple of actual payroll costs for any additional services defined in Exhibit B shall be the actual cost of salary or wages paid directly to personnel engaged on the projects. The multiple applied to actual cost covers overhead, profit and all fringe benefits, including all applicable taxes. The multiples shall be mutually agreed between the Owner and the Plans Review, Permitting and Inspection Firm as follows:

2.3.1 Refer to Exhibit "C" for hourly rates and classifications.

2.4 Any reimbursable expenses are defined in Article 7.

ARTICLE 3

PLANS REVIEW, PERMITTING AND INSPECTION FIRM BASIC SERVICES

3.1 The Plans Review, Permitting and Inspection Firm agrees to provide basic services while operating within a Construction Management at Risk delivery process.

3.1.1 Refer to Exhibit "B" for Plans Review, Permitting and Inspection Firm's Basic Services.

3.2 ARCHITECTS AND ENGINEERS BASIC SERVICES UNDER SEPARATE CONTRACT:
A/E shall provide contract documents, which conform to applicable building codes and zoning codes, and accepted construction industry standards. A/E shall signify his responsibility by affixing his signature, date

and seal as required by Florida Statute. If the Facility designed meets the definition of a threshold building, the A/E shall insert the appropriate statement on each drawing.

3.3 When the facility meets the definition of a threshold project, the A/E must prepare and submit to Owner two (2) copies of the threshold building inspection plan. This plan must give specific inspection procedures and schedules so that the building will be adequately inspected for compliance. Written authorization for construction cannot be obtained until the inspection plan has been submitted to the Owner for approval. The inspection plan must be submitted with the 100% completed construction documents.

3.3.1 Stage IV- Project Construction:

3.3.2 The construction phase will start when a written authorization, as prepared by the Project Director, is executed by the Superintendent and Chairman of the School Board indicating that construction is to begin and will end when the final payment to the CM.

3.3.3 The A/E shall provide administration for the construction contract as set forth below.

3.3.4 The A/E shall be a representative of the Owner during the construction and shall advise and consult with the Owner's Project Director. Instructions to the CM shall be forwarded by the A/E.

3.3.5 The A/E shall not have charge or control, nor be responsible for construction means, methods, techniques, sequence or procedure, safety precautions and programs, or for acts or omissions of the CM, or subcontractors. The A/E shall not be responsible for the CM.

3.3.6 The A/E shall have access to the work whenever it is in preparation or progress.

3.3.7 In the event of a disagreement between the CM and the A/E over acceptability of work and conformance with the plans and specifications, the Project Director shall be the initial judge of performance and acceptability.

3.3.8 All interpretations and decisions of the A/E shall be consistent with the intent of the contract documents and shall be in written or graphic form.

3.3.9 The A/E shall have authority to reject work in nonconformance with the contract documents. Whenever, in the A/E's reasonable opinion, it becomes necessary or advisable to guarantee compliance, the A/E shall have the authority to require special inspection or testing, whether or not such work be fabricated, installed, or completed. The A/E shall take such action only after consultation with the CM and Project Director.

3.3.10 The A/E shall review and approve or take other action on Changes in Condition (CIC) prepared by the CM for the Owner's authorization.

3.3.11 The A/E may order minor changes in work, which do not involve a change in contract sum or an extension of time. Such changes shall be by written order issued to the CM and endorsed by the Project Director.

3.3.12 The A/E assisted by the CM and Project Director, shall conduct inspections to determine dates of substantial and final completion.

ARTICLE 4

ADDITIONAL SERVICES OF THE PLANS REVIEW, PERMITTING AND INSPECTION FIRM

4.1 The following services cause the Plans Review, Permitting and Inspection Firm extra expense. If the Owner authorized any of these services in writing, they shall be paid by the Owner as a lump sum or as a multiple of direct personnel cost as determined by the Project Director.

4.1.1 Services due to School Board approved changes in general project scope or requirements after approval.

4.1.2 Revising previously approved drawings or specifications to accomplish School Board approved changes.

4.1.3 Providing prolonged contract permit and inspection should the construction contract time be exceeded by 25%.

4.1.4 The Services of special consultants, other than normal structural, mechanical, civil, plumbing, landscape and electrical engineering.

4.1.5 Additional services for the project not identified in this Agreement.

ARTICLE 5

THE OWNER'S RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services, will provide full information for the requirements of the project.

5.2 A Project Director will be assigned and authorized to act in the Owner's behalf in all legally permissible issues. The Project Director will examine documents submitted by the A/E and render timely decisions to avoid unreasonable delay. He will observe the procedure of issuing orders to the CM through the A/E.

5.3 The Owner will retain a CM to manage the Project. The CM's duties are defined in the Agreement between the Owner and CM and a copy of this agreement will be furnished to the Plans Review, Permitting and Inspection Firm and will not be modified without written notification to the Plans Review, Permitting and Inspection Firm.

5.4 The Owner will furnish, or direct the A/E to obtain at the Owner's expense, a certified survey of the site including grades and lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours, locations and dimensions of existing buildings, improvements and trees, available service and utility lines and provide test borings and pits necessary for subsoil conditions. A/E service in obtaining this data by others is included in basic services.

5.5 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.6 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.7 The owner shall provide four (4) sets of signed and sealed final drawings and specifications to the Plans Review, Permitting and Inspection Firm for his use and distribution.

5.8 Project Director shall issue copies of all test reports, including test and balance, to the Plans Review, Permitting and Inspection Firm.

5.9 The Project Director shall issue copies of any project revision to Plans Review, Permitting and Inspection Firm.

ARTICLE 6

CONSTRUCTION COST

6.1 Definitions:

6.1.1 The construction cost shall be the total estimated cost to the Owner of all elements of the project designed and specified by the A/E. The cost shall not exceed the Owner's construction services budget in Article 1.

6.1.2 Construction cost shall include labor and materials furnished by the Owner, any equipment designed, specified, selected or specially provided by the A/E. The cost includes the CM's overhead and profit, reimbursables and cost of work provided by the CM.

6.1.3 Construction service cost does not include the A/E compensation, A/E's consultants, land cost, right of way or other Owner service costs or Plans Review, Permitting and Inspection Firm

ARTICLE 7

REIMBURSABLE EXPENSES

7.1 Reimbursable expenses are actual expenditures not incidental to the services described in Article 3 and not exceeding the limits of Florida Statute 112.061, made by the Plans Review, Permitting and Inspection Firm in the interest of the project. All reimbursable expenses require previous written authorization from the Project Director. The following are considered legitimate incidental expenses:

7.1.1 Expense of transportation and living of employees when traveling in connection with services other than those defined in Article 3.

7.1.2 Premium portions of overtime unless required by the Plans Review, Permitting and Inspections Firm to maintain his own schedule.

7.1.3 The actual expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Plans Review, Permitting and Inspection Firm.

ARTICLE 8

PAYMENTS TO THE PLANS REVIEW, PERMITTING AND INSPECTIONS FIRM

8.1 Payments against the lump sum portions of the basic services fee shall be made monthly in proportion to the percentage completed during the previous month.

8.1.1 Payments for additional services of the Plans Review, Permitting and Inspection Firm as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization

8.1.2 Payments for additional services of the Plans Review, Permitting and Inspections Firm as defined in Article 8, shall be made monthly upon presentation of a detailed invoice satisfactory to the Project Director.

8.2 Payments Withheld:

8.2.1 No deductions shall be made from the Plans Review, Permitting and Inspection Firm's compensation on account of penalty, liquidated damages or other sums withheld from payments to the CM.

8.2.2 Project Suspension or Abandonment:

8.2.3 If the Project is suspended or abandoned in whole or part for more than three (3) months, the Plans Review, Permitting and Inspections Firms shall be paid for all services performed prior to receipt of written notice from the Owner of such abandonment, including reimbursable expenses due.

ARTICLE 9

PLANS REVIEW, PERMITTING AND INSPECTION FIRM ACCOUNTING RECORDS

9.1 The records of the Plans Review, Permitting and Inspection Firm's direct personnel, consultants and reimbursable expenses pertaining to this Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative upon reasonable request.

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 Termination for Cause or Mutual Agreement:

10.1.1 This Agreement may be terminated by either party after seven (7) days' notice by mutual agreement, or, with specific reference to the requirements of Article 3, should one party fail substantially to perform in accordance with the terms of this Agreement through no fault of the other.

10.2 Termination for Convenience

10.2.1 The performance of work under this contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Upon termination, the Plans Review, Permitting and Inspection Firm shall be entitled to payment and profit for work completed to the time of termination only. The Owner, based upon the approved Schedule shall determine the percentage of completion.

10.2.2 With or without cause, the Owner may terminate this Agreement at any time. The Plans Review, Permitting and Inspection Firm shall be entitled to payments due at the time of termination.

ARTICLE 11

SUCCESSORS AND ASSIGNS

11.1 The Owner and the Plans Review, Permitting and Inspection Firm each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of This Agreement. Neither the Plans Review, Permitting and Inspection Firm shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 12

CLAIMS AND DISPUTES

12.1 The provisions of Chapter 60-4, Florida Administrative Code are referred to and adopted by reference as though set forth herein.

12.1.1 Under the terms of this Agreement the Plans Review, Permitting and Inspection Firm shall not have any right to compensation other than, or in addition to, that provided by this Agreement to satisfy any claim of any kind whatsoever, unless the claim therefore, is delivered to the Owner within ninety (90) days from the date the Plans Review, Permitting and Inspection Firm becomes aware of a claim or possible claim. Failure to present any claim arising under this contract within the ninety (90) day time period specified above shall constitute waiver and abandonment of claimant's right to seek administrative consideration of said claim.

12.2 All such claims shall be set forth in a petition addressed to the Owner stating:

12.2.1 The Plans Review, Permitting and Inspection Firm's name and business address;

12.2.2 A concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based;

12.2.3 A concise statement of the provisions of the contract, together with any federal, state and local laws, ordinances or code requirements or customary practices and usage's in the trade or profession asserted to be applicable to the questions presented by the claim; and

12.2.4 A demand for that specific relief to which the Plans Review, Permitting and Inspection Firm deems himself entitled.

12.2.5 Within thirty (30) days from the receipt of any petition setting forth the claim, the Owner shall provide the Plans Review, Permitting and Inspection Firm with a written response stating Owner's position with respect to each claim asserted. Thereafter, upon not less than fifteen (15) days notice to the claimant, the Department

shall convene a proceeding pursuant to the rules of procedure of the Department and shall thereafter enter a final order upon the petition.

ARTICLE 13

PROHIBITION AGAINST CONTINGENT FEES

13.1 "The Plans Review, Permitting and Inspection Firm, warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Plans Review, Permitting and Inspection Firm to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Plans Review, Permitting and Inspection Firm any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at his discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration".

ARTICLE 14

SPECIAL PROVISIONS

14.1 Monthly Reports:

14.1.1 The Plans Review, Permitting and Inspection Firm shall furnish the Owner with a complete and descriptive status report at the end of each month following the receipt of the signed contract document. The Plans Review, Permitting and Inspection Firm shall submit this report on or before the first of each month.

14.2 Request for Payment – Request for payment must be presented on the Construction Services Form in the office of the Project Director no later than the 25th of each month. The Plans Review, Permitting and Inspection Firm and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of each month. Payment shall occur on the 10th of each month or the Monday following the 10th if it falls on a weekend.

14.3 Public Entity Crime Information Statement – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a construction manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

14.4 The content of the audio/visual oral presentation made to the Professional Selection Committee shall be a part of this agreement.

14.5 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number 416138.

14.6 Truth-In-Negotiation

By signing this Agreement, the Building Official certifies that wage rates and other factual unit costs supporting the compensation to be paid under this contract are accurate, complete and current as of the date of this contract. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

14.7 Litigation

In the event a party to this agreement must resort to litigation to enforce its rights as set forth herein, the prevailing party in such litigation is entitled to receive its costs and fees, including a reasonable attorney's fee, from the non-prevailing party. The parties agree that the most convenient forum for any such litigation is the Twelfth Judicial Circuit Court in and for Manatee County.

14.8 Compliance With Jessica Lundsford Act

The School District of Manatee County and State of Florida, requires all construction managers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689

14.9 Indemnification

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

14.10 Sovereign Immunity

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

14.11 Custodian of Public Record

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 Manatee Avenue W., Bradenton, Florida, 34205, 941-708-8770, publicrecords@manateeschools.net.

ARTICLE 15

INSURANCE

15.1 The Plans Review, Permitting and Inspection Firm will provide the Owner, within ten (10) days after the date of this Agreement, the following described insurance coverage, per Florida Statute 553.791, Section 16:

15.1.1 Commercial General Liability shall have minimum policy limits of $1,000,000 per occurrence and $2,000,000 in the aggregate for any project with a construction cost of $5,000,000 or less. For any project with a construction cost of over $5,000,000, Commercial General Liability shall have minimum policy limits of $2,000,000 per occurrence and $4,000,000 in the aggregate. All Commercial General Liability Policies shall name the Manatee County School Board as additional insured and should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project. This coverage shall be maintained for a minimum of 5 years subsequent to performance of building code inspection services.

15.1.2 Automobile Liability shall have a $1,000,000 limit and shall name the Manatee County School Board as additional insured. Policy should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project.

15.1.3 Workers Compensation Coverage should be evidenced by a Certificate of Insurance provided to the Manatee County School Board prior to the start of the project.

PLANS REVIEW, PERMITTING and INSPECTION FIRM:

By: _____
(Sarasota BID Manager)

Gregory Yantorno, BCA

By: _____
Digitally signed by Robert Gomez
DN: c=US, o=Universal Engineering Sciences, ou=A01410C00000177B07C61290000FB86, cn=Robert Gomez
Date: 2023.02.07 10:05:11 -05'00'
(Regional Manager Signature)

Robert Gomez, P.E.
(Regional Manager)

As Witnessed:
_____

Universal Engineering Sciences/GFA
(Name of Corporation)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Approved As To Form and Legality: _____, General Counsel

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeff Medwetz
SBMC Project Representative	N/A
SBMC Project Assistant	Tina Lundy
Architect	Zyscovich, LLC. 550 N. Reo Street, #300 Tampa, Florida 33609
Civil Engineers	Foley/Kolarik 503 8th Avenue West Palmetto, FL 34221 Attn: John Foley
Structural Engineer	TLC Engineering Solutions 4890 W. Kennedy Blvd., Suite 250 Tampa, FL 33609 Attn: Lawrin Ellis
Mechanical Engineer	TLC Engineering Solutions 7210 Kyle Court Sarasota, FL 34240 Attn: Lawrin Ellis
Electrical Engineer	TLC Engineering Solutions 7210 Kyle Court Sarasota, FL 34240 Attn: Lawrin Ellis
Construction Manager	Charles Perry Partners, Inc. 10150 Highland Manor Drive, #135 Tampa, Florida 33610
SBMC Instructional Member	Nicole Williams
SAC Member	TBD
Plans Review, Permitting and Inspection Firm	Universal Engineering Sciences/GFA International, Inc. 1748 Independence Boulevard Sarasota, FL, 34234

EXHIBIT B

A. Scope of Work

1. Provide preliminary review and comments on design development documents.

2. Attend several team meetings during the Design Phase and attend the Pre-Construction meeting at the beginning of the Construction Phase.

3. Provide plan review on signed and sealed project plans and specifications.

4. Furnish the necessary building permit(s) for the Project.

5. Provide continuous monitoring and inspections for the construction of all parts of the Project including site work, structural (including all inspections required by the threshold building inspection plan, if a threshold building), architectural, mechanical, electrical and plumbing.

6. Provide the Certificate(s) of Occupancy for the Project.

7. Provide a list of deficiencies found after inspections.

8. Document each site visit with written reports for work in progress. A log of the inspection reports shall be maintained at the jobsite.

9. Upon completion of the Project provide the Owner with a final copy of the inspection and materials testing reports and photographs along with a certification of compliance to the Owner upon final completion.

10. All work to be completed in accordance with any applicable city, county or state codes, ordinances or amendments that may be in existence.

11. Special Provisions:

B. Project Description

a. Complete Renovation of existing facility

b. Demolish select structures

c. Building addition

d. Replace mechanical systems and associated piping

e. Replace plumbing systems and associated piping

f. Building envelope improvements including window, door, and insulation systems

g. Improve Technology infrastructure

h. Improve Campus Safety/Security

i. Replace Life Safety Systems including fire alarm

j. Site improvements including storm water

k. Improve on-site traffic queuing

EXHIBIT C

Key Personnel to be used by the Plan Review, Permitting and Inspection Firm.

Plan Reviewers
Robert G. Pate
Milton Massenet

Admin
Amber Jack

Inspectors
Peter Wright
Jerry Lawson
Joe Pozzie
Stan Dinwoodie
Ron Bell
Josh Durham
Guy McCauley
Pat Kerner
Bill Baker
John Skidmore
Kathy Clay

Building Official
Greg Yantorno

Hourly Rates For Additional Services

Inspector (minimum 2 hrs): $145.00 per hour
Plan Review (minimum 2 hrs) $145.00 per hour
Department Manager (CBO): $155.00 per hour
Professional Engineer, P.E.: $165.00 per hour
Administrative Fee: 10% on invoices

Notes
1. Services scheduled beyond normal work hours (nights) will be invoiced at 1.5 times the applicable unit rates listed above.

RECEIVED
By Tina Lundy at 3:59 pm, Jan 19, 2023

A Universal Engineering Sciences Company

Geotechnical Engineering | Construction Materials Testing and Inspections
Building Code Compliance | Environmental, Health & Safety | Facilities Consulting

LOCATIONS

Atlanta, GA	Hagerstown, MD	Pensacola, FL
Buford, GA	Irvine, CA	Port St. Lucie, FL
Chantilly, VA	Jacksonville, FL	Reno, NV
Charlotte, NC	Kennesaw, GA	Rockledge, FL
Clewiston, FL	Las Vegas, NV	Sarasota, FL
Daytona, FL	Miami, FL	St. Petersburg, FL
Delray Beach, FL	Ocala, FL	Tampa, FL
Douglasville, GA	Orlando, FL	Tifton, GA
Fort Myers, FL	Palm Coast, FL	West Palm Beach, FL
Fort Pierce, FL	Panama City, FL	
Gainesville, FL	Pelham, AL	

1/10/2023

Client Name
Manatee County School District
Billing Address: 1 Matzke Way, Bradenton Fl 34208
Office: 941-708-8800 x 44220
Fax
Mobile
Email MedwetzJ@Manateeschools.net

Re: Proposal for Building Official Services
Project Name: Oneco Elementary School Addition and Building renovation
Project Address: 5214 22nd St Ct E, Bradenton, FL 34203
Opportunity number:1115.0123.00015

Dear Jeffery Medwetz:

We herein submit our proposal for the **Building Official Services** required for the above referenced project

Building Official Services, Fire Marshal Services, Clerical Services, Permitting and Plan Review.....$49,025.00
Inspection Services.....$147,075.00

Lump Sum Total $196,100.00

CLOSING

GFA appreciates the opportunity to submit this proposal, and looks forward to working with you as a member of the project team. Please contact the undersigned at (941) 374-8959 if you have any questions or comments.

From our team to yours,
GFA International, Inc.
Florida Registry #549

Gregory Yantorno, B.C.A.
Manager
Building Inspection Department

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SAL-000022R2

V. COMPENSATION

For performance of the services described herein, compensation shall be distributed as follows. Please provide this completed table and signature block with your proposal. You may include other information with your proposal as needed.

LUMP SUM FEE TASK	% OF FEE	FEE
1. Provide code interpretation as requested by Design Professional during Design Phase. 2. Provide plan review and comments at 60% CD Phase. 3. Provide 100% construction documents plan review on signed and sealed project plans and specifications.	22.5%	$44,122.50
4. Provide Fire Marshall review and approval	2.5%	$4,902.50
5. Provide Construction Activities	75%	$147,075.00
TOTAL LUMP SUM BASE FEE including reimbursable expenses	**100%**	$196,100.00

VI. Signature

Universal Engineering Sciences /GFA — 1/11/2023

Vendor Company Name — Date

Signature

Gregory Yantorno

Printed Name

-- END of Request for Proposal --

Attachments:
Schematic Design narrative
Site plans
Sample SDMC Contract

AGENDA ITEM NO. 10.11

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - Track Resurfacing - Change Order 4 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Return of Unspent Direct Materials Purchase (DMP) Funds to the Guaranteed Maximum Price (GMP), in the Amount of $38,975.16

Executive Summary
The purpose of the requested action is to modify the Guaranteed Maximum Price (GMP) by the amount of Change Order 4 to reflect the reconciliation of material cost estimates to the actual Direct Material expenditures. Unspent funds and associated sales tax are returned to the Construction Manager (CM).

Southeast High School - Track Resurfacing Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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 Southeast High School - Track Resurfacing - Change Order 4 - Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, return of unspent Direct Material Purchase (DMP) Funds to the Guaranteed Maximum Price (GMP), in the amount of $38,975.16.

Financial Impact
The amount of Change Order 4 is $38,975.16. The revised Guaranteed Maximum Price (GMP) is $1,219,232.39 and is included in the current total budget of $1,442.137.00. This project is funded by Sales Tax Proceeds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Southeast High School -Track Resurfacing Change Order 4
SEHS Track Resurfacing Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Southeast High School Track & Resurfacing
1200 37th Ave East
Bradenton, FL 34208

TO: (Contractor):
PJ Hayes, Inc. dba
Tandem Construction
5391 Lakewood Ranch Blvd N
Suite 200
Sarasota, FL 34240

CHANGE ORDER NUMBER: 4

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 6/14/2022

You are directed to make the following changes in this Contract:

DMP Credit – Beynon – Florida Track & Turf	PO 00081572	$ 38,975.16

Total of Summary	$ 38,975.16

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Guaranteed Maximum Price) was	$ 2,905.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 1,182,600.09
The (Guaranteed Maximum Price) prior to the Change Order was	$ 1,180,257.23
The (Guaranteed Maximum Price) will be increased by this Change Order	$ 38,975.16
The new (Guaranteed Maximum Price) including this Change Order will be	$ 1,219,232.39
The Contract time will be unchanged	(0) Days
The date of Substantial Completion as of the date of the Change Order is	January 9, 2023

Long & Associates | Engineers Inc.	PJ Hayes, Inc dba Tandem Constr.	School Board of Manatee County
Architect/Engieer	Construction Manager	Owner
4525 S Manhattan Ave	5391 Lakewood Ranch Blvd N #200	1 Matzke Way
Tampa, FL 33611	Sarasota, FL 34240	Bradenton, FL 34208
By:	By: Cody B. Carson	By:
Date: 2/21/23	Date: 02/21/2023	Date:

Southeast High School Track Resurfacing

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Long & Associates Architects — Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: Tandem Construction — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $1,442,137.00 (07/16/22) Revised Project Budget
$100,000.00 (08/24/21) Original Project Budget

HISTORY: In 2017, the District developed a standard for high school tracks and associated amenities and created a capital plan to replace the existing ones. Southeast High School is in need of athletic track resurfacing. This requires the existing asphalt running track to be replaced with a synthetic rubberized surface in order to reduce injuries and provide a safer training experience for our students. In 2017, Lakewood Ranch HS, Manatee HS, and Palmetto HS athletic tracks were resurfaced. In 2020, Braden River HS athletic tracks were resurfaced and in 2021, Bayshore HS athletic tracks were resurfaced.

SCOPE: The scope of work will include, but is not limited to, Track asphalt and base removal and replacement, drainage improvements inside track interior, coordination on relocating a portion of existing fence and bleachers, extend run out for 100m start, provide pole vault runway and landing area, replace high jump area, replace long and triple jump area, the installation of a rubberized surface on the new asphalt athletic track.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Survey not required based on the type of funding

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 57,250.00	August 24, 2021	Approved	Architectural / Engineering Services
TOTAL	$ 57,250.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,905.00	August 24, 2021	Approved	Pre-Construction Services
Amendment 1:	$ 1,269,231.09	June 14, 2022	Approved	Guaranteed Maximum Price (GMP)
Change Order #1:	$ (86,631.00)	November 8, 2022	Approved	Direct Materials Purchase
Change Order #2:	$ (5,247.86)	November 8, 2022	Approved	Sales Tax Savings
Change Order #3:	$ -	N/A	N/A	Work was not approved
Change Order #4:	$ 38,975.16	March 28, 2023	Pending	DMP Credit
	$ 1,219,232.39			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:				
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Professional Services Agreement	$ 3,316.50	October 25, 2021	N/A	CON #200 Issued for Additional Survey Services
TOTAL	$ 3,316.50			

AGENDA ITEM NO. 10.12

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Fencing Phase II - Change Order 1 Final - Agreement Between Owner and McIntyre, Elwell and Strammer General Contractors, Reduction in the Amount of $166,825.60

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement Between Owner and McIntyre, Elwell and Strammer General Contractors, which will decrease the Construction Manager's (CM) contract by $166,825.60 - Change Order 1 Final to reconcile the contract and deduct the unexpended Unforeseen Conditions fund in order to close out the project.

Fencing Phase II Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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 Fencing Phase II - Change Order 1 Final - Agreement Between Owner and McIntyre, Elwell and Strammer General Contractors, reduction in the amount of $166,825.60.

Financial Impact
The amount of Change Order 1 Final - is a reduction in the amount of $166,825.60. The revised Guaranteed Maximum Price of $2,374,469.40 is included in the current total project budget of $2,774,230.00. The project is funded by COPS and Sales Tax Revenue.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Fencing Phase II - Change Order 1 Final
District Fencing Phase 2 Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: SDMC District Fencing PHII
#3951500005

TO: McIntyre, Elwell & Strammer GC
1645 Barber Road
Sarasota, Florida 34240

CHANGE ORDER NUMBER: 1 Final

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: MSCB-3951500005

CONTRACT FOR: General Construction

CONTRACT DATE: February 9, 2021

You are directed to make the following changes in this Contract:

Existing Unforseen Conditions Fund amount	$ (14,254.34)
Returning Balance of Unused Funds	$ (152,571.26)

Total of Summary $ (166,825.60)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was.....	$ 6,211.63
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 2,535,083.37
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$ 2,541,295.00
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)(decreased)(~~unchanged~~) by this Change Order.....	$ (166,825.60)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$ 2,374,469.40
The Contract time will be (~~increased~~)(~~decreased~~)(unchanged) by.....	(0) Days
The date of Substantial Completion as of the date of the Change Order is.....	

Sweet Sparkman Architects and Interiors, Inc	McIntyre, Elwell & Strammer GC, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1819 Main St, Suite 400	1645 Barber Rd	1 Matzke Way
Sarasota, FL 34237	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 2.15.23	Date: 2/14/'23	Date:

District Security Fencing Phase 2 Initiative 2020

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER: Sweet Sparkman Architects — Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: ME&S General Contractors, Inc. — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $2,774,230.00 (06/22/21) Original Project Budget
$1,954,750.00 (01/26/21) Original Project Budget

HISTORY: School campus security has become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capital plan to address security projects including: fencing, cameras, single point of entry and others. Phase 1 of the Security Fencing project, which included the first (23) district sites, was substantially completed on November 27, 2020. Phase 2 of the Security Fencing initiative will include the remaining (37) district sites.

SCOPE: The project is for the security fencing needs at thirty-four (34) school district sites and will include, but is not limited to, providing fencing which will direct the public to one main entry on the campus and secures the students behind a fence barrier during school hours. Additionally, existing four foot (4') high chain link fence will be replaced with six foot (6') high chain link fence. The (34) district sites are: Abel Elementary School, Bayshore Elementary School, Blackburn Elementary School, Lincoln Charter School (District owned buildings), Moody Elementary School, Oneco Elementary School, Prine Elementary School, Rowlett Charter School (District owned buildings), Samoset Elementary School, Sea Breeze Elementary School, Harvey Elementary School, Bashaw Elementary School, Braden River Middle School, Gullet Elementary School, Haile Middle School, Harllee Center, Jain Middle School, Johnston K-8 School, Kinnan Elementary School, Manatee Elementary School, Manatee High School, Manatee Technical College - Lakewood Ranch, Manatee Technical College - SR 70, Miller Elementary School, Myakka City Elementary School, Parrish Community High School, Stewart Elementary School, Willis Elementary School, Witt Elementary School, Matzke Support Center, Parent Information Center, Professional Support Center, School Support Center / District Offices, and Wakeland Support Center.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 160,000.00	January 26, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	June 22, 2021	Approved	Construction Documents
TOTAL	$ 160,000.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 6,211.63	February 9, 2021	Approved	Pre-Construction Services
Amend 1:	$ 2,535,083.37	June 22, 2021	Approved	Guaranteed Maximum Price (GMP)
Change Order 1:	$ (166,825.60)	March 28, 2023	Pending	Final Change Order
Substantial Completion:	$ -	March 28, 2023	Pending	Substantial Completion
TOTAL	$ 2,374,469.40			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ -		N/A	
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$ -		N/A	
TOTAL	$ -			

AGENDA ITEM NO. 10.13

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Fencing Phase II - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge the acceptance of the Fencing Phase II - Substantial Completion for thirty-four schools on February 16, 2023.

Substantial Completion is defined as the project being sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certification requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Completed.

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 Fencing Phase II - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Security Fencing Phase II - Substantial Completion
District Security Fencing Phase II Summary Sheet

SUBSTANTIAL COMPLETION

Project: District Security Fencing
Phase II Substantial Completion
Location: 2501 63rd Avenue East
Bradenton, FL 34203

Project Number: SBMC #3951500005

Contract Date: 6.22.21

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

Contractor: ME&S General Contractors Inc
1645 Barber Road
Sarasota FL 34240

Date of Issuance: 02.16.23

Project or Designated Portion shall include: 34 schools listed on attached "Exhibit A".

Chain-link fencing and gate replacement/repair.
Aluminum portal(s) repair/replacement, if applicable.
New Aluminum portal(s) installation, if applicable.

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: 9/17/22

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.

Sweet Sparkman Architects & Interiors		02.16.23
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (30) ____thirty_____ days from the above date of Substantial Completion.

ME&S General Contractors Inc		2/17/23
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at ____12:00 noon_____(time) on __09/17/22_____(date).

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Until completion of attached punchlist)

School Name	Certificate of Substantial Completion
Abel Elementary	1/25/2022
Prine Elementary	1/25/2022
Johnson Wakeland K-8	10/7/2021
Harvey Elementary	6/17/2022
Bashaw Elementary	8/30/2022
Bayshore ES	2/18/2022
Braden River Middle	5/16/2022
Blackburn ES	9/17/2021
Gullet Elementary	10/29/2021
Haile Middle	11/12/2021
Harllee Middle	4/19/2022
Jain Middle	10/29/2021
Kinnan Elementary	6/17/2022
Lincoln ES	2/18/2022
Manatee Elementary	9/1/2022
Manatee High	8/31/2022
Miller ES	2/18/2022
MTC State RD 70	8/24/2022
Moody ES	8/31/2022
Myakka Elementary	8/31/2022
Oneco ES	2/22/2022
Parrish Community High	11/12/2021
Palm View ES	3/15/2022
Rowlett	9/17/2022
Samoset ES	2/22/2022
Seabreeze ES	9/17/2021
Stewart Elementary	1/13/2022
Willis Elementary	8/24/2022
Witt Elementary	8/3/2022
Matzke Center	6/17/2022
County Office of Student Assign.	5/12/2022
PSC Building	6/17/2022
Wakeland Support Center	10/7/2021
Daughtrey ES	8/31/2022

District Security Fencing Phase 2 Initiative 2020

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER: Sweet Sparkman Architects — Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: ME&S General Contractors, Inc. — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $2,774,230.00 (06/22/21) Original Project Budget
$1,954,750.00 (01/26/21) Original Project Budget

HISTORY: School campus security has become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capital plan to address security projects including: fencing, cameras, single point of entry and others. Phase 1 of the Security Fencing project, which included the first (23) district sites, was substantially completed on November 27, 2020. Phase 2 of the Security Fencing initiative will include the remaining (37) district sites.

SCOPE: The project is for the security fencing needs at thirty-four (34) school district sites and will include, but is not limited to, providing fencing which will direct the public to one main entry on the campus and secures the students behind a fence barrier during school hours. Additionally, existing four foot (4') high chain link fence will be replaced with six foot (6') high chain link fence. The (34) district sites are: Abel Elementary School, Bayshore Elementary School, Blackburn Elementary School, Lincoln Charter School (District owned buildings), Moody Elementary School, Oneco Elementary School, Prine Elementary School, Rowlett Charter School (District owned buildings), Samoset Elementary School, Sea Breeze Elementary School, Harvey Elementary School, Bashaw Elementary School, Braden River Middle School, Gullet Elementary School, Haile Middle School, Harllee Center, Jain Middle School, Johnston K-8 School, Kinnan Elementary School, Manatee Elementary School, Manatee High School, Manatee Technical College - Lakewood Ranch, Manatee Technical College - SR 70, Miller Elementary School, Myakka City Elementary School, Parrish Community High School, Stewart Elementary School, Willis Elementary School, Witt Elementary School, Matzke Support Center, Parent Information Center, Professional Support Center, School Support Center / District Offices, and Wakeland Support Center.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 160,000.00	January 26, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	June 22, 2021	Approved	Construction Documents
TOTAL	$ 160,000.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 6,211.63	February 9, 2021	Approved	Pre-Construction Services
Amend 1:	$ 2,535,083.37	June 22, 2021	Approved	Guaranteed Maximum Price (GMP)
Change Order 1:	$ (166,825.60)	March 28, 2023	Pending	Final Change Order
Substantial Completion:	$ -	March 28, 2023	Pending	Substantial Completion
TOTAL	$ 2,374,469.40			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ -		N/A	
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$ -		N/A	
TOTAL	$ -			

AGENDA ITEM NO. 10.14

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Braden River Middle School - Renovations and Addition - Change Order 5 - Agreement Between Owner and NDC Construction Company - Reduction in the Amount of $741,072.74

Executive Summary
The purpose of the requested action is to approve Change Order 5 to the Agreement between Owner and NDC Construction Company, which will decrease the Construction Manager's (CM) contract by reducing the balance of the Unforeseen Conditions Fund and returning the funds to the District.

Braden River Middle School Renovations and Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Braden River Middle School - Renovations and Addition - Change Order 5 - Agreement between Owner and NDC Construction Company - reduction in the amount of $741,072.74.

Financial Impact
The amount of Change Order 5 is ($741,072.74). The revised Guaranteed Maximum Price is $17,623,337.27 and is included in the total project budget of $26,000,000.00. The project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Braden River MS Renovation & Addition Summary Sheet
BRMS Reno & Addn CO 5

Braden River Middle School Renovations & Addition Project

PROJECT DIRECTOR:	Reginald L. Goff, Sr.	
ARCHITECT/ENGINEER:	Long & Associates	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Co.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas	Selected through the Request for Qualifications process
PROJECT BUDGET:	$26,000,000.00	Original BRMS Project Budget

HISTORY: The school, with approximately 1150 student stations, was constructed in 1991. In 1998, the school underwent a technology retrofit. New chillers and HVAC upgrades were completed in 2008. In 2009, interior and exterior walls were repainted, sealants replaced and walkway covers were repaired. Water intrusion repairs are being completed as necessary.

SCOPE: The scope of the work will include a campus-wide heating ventilation/air conditioning (HVAC) renovation which includes new ductwork, HVAC equipment and controls, lighting, fire alarm, phone system, ceilings, flooring, painting, exterior doors and hardware; reconfiguring the front office and media center for increased efficiency and security; renovating the science labs to science technology labs; expanding the cafeteria, windows in serving line walls; re-roof buildings 1-6 restroom renovations in buildings 1, 2, 4 & 6; expanding the drop-off queuing line; and construction of a new 6 classroom wing addition. Additional Services required for the design of a new fire line from River Club Road to the existing BRMS Buildings 1-6. Included in design of the fire line connection to the existing public water main along the east side of the River Club Road Right-of-Way to within 5 feet of the exterior of the existing buildings. This work is funded by transfer from Owner Services to Architectural Services and does not exceed Board approved Project Budget.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	1,599,744.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	August 11, 2020	Approved	Schematic Design
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Amendment 1:	169,884.00	September 8, 2020	Approved	Add'l Arch/Eng Services
Phase II Plans:	$0	September 22, 2020	Approved	Design Development
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Phase III Plans:	$0	February 23, 2021	Approved	Construction Documents
Amendment 2:	15,000.00	September 28, 2021	Approved	Additional Services
TOTAL	**1,784,628.00**			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	95,000.00	March 24, 2020	Approved	Pre-Construction Services
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Amendment 1:	20,097,431.00	February 23, 2021	Approved	Guaranteed Maximum Price
Amendment 2:	590,129.00	September 28, 2021	Approved	Additional Scope
Change Orders 1 & 2:	(2,431,936.62)	April 12, 2022	Approved	Deduct Direct Materials & Sales Tax Saving
Change Orders 3 & 4:	13,786.63	February 14, 2023	Approved	Direct Materials & Sales Tax Savings Reconciliation
Change Order 5:	(741,072.74)	March 28, 2023	Pending	Reduce Unforeseen Condtions Fund
TOTAL	**17,623,337.27**			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	85,860.00	August 11, 2020	Approved	Plans Review & Permitting Services
TOTAL	$85,860.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Workshop:	$0.00	August 11, 2020	n/a	Schematic Design Presentation
Workshop:	$0.00	September 22, 2020	n/a	Design Development Presentation
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Relocatables
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Bldg 8
TOTAL	$0.00			

Signature: Reginald Goff (Mar 6, 2023 09:00 EST)

Email: goffr@manateeschools.net

Signature: William Horton (Mar 7, 2023 13:13 EST)

Email: hortonw@manateeschools.net

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: BRMS Reno & Addition
6215 River Club Blvd
Bradenton, Florida 34202

TO (Contractor):
NDC Construction Company
1001 3rd Avenue West, Suite 600
Bradenton, FL 34205

CHANGE ORDER NUMBER: #05

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 03/24/20

You are directed to make the following changes in this Contract:

Description	Value
Deduct a portion of the remaining unforeseen conditions budget from project GMP.	$ (741,072.74)
Total of Summary	$ (741,072.74)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement hereunto, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was	$95,000.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 18,269,410.01
The (Contract Sum)(Guaranteed Maximum Price) prior to the Change Order was	$18,364,410.01
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this Change Order	$ (741,072.74)
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	$17,623,337.27
The Contract time will be (increased)(decreased)(unchanged) by	(0) Days
The date of Substantial Completion as of the date of the Change Order is	November 2022

Lang & Associates Architects/Engineers, Inc.	NDC Construction Company	School Board of Manatee County
Architect	Construction Manager	Owner
4525 S Manhattan Ave	1001 3rd Ave W, Suite 600	1 Manatee Way
Tampa, FL 33611-2305	Bradenton, FL 34205	Bradenton, FL 34208
By:	By:	By:
Date: 3.1.2023	Date: 3/1/2023	Date:

RG 03/06/2023

WFH 03/07/2023

AGENDA ITEM NO. 10.15

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., - Amendment 2, in the Amount of $4,071,696.00

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Pre-Construction Agreement Between Owner and Creative Contractors, Inc., which authorizes additional pre-construction services necessary to provide construction management at-risk services for the Campus Renovations and Addition at Tara Elementary School. The scope of work is increased to include materials and labor for the surveying, sitework demolition and complete sitework, temporary fencing, early procurement of air handling units, underground chilled water piping, site underground fire and fire department connections "FDC" lines for the fire protection of buildings #1-#5 and site lighting.

Tara Elementary School - Campus Renovations and Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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 Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement between Owner and Creative Contractors, Inc., Amendment 2, in the amount of $4,071,696.00.

Financial Impact
The amount of Amendment 2 is $4,071,696.00. The revised Pre-Construction Service fee is $4,393,491.00 and is included in the total project budget requirement of $35,259,423.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. This project is funded by COPS 2023.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
TAE Renovations and Addition Summary Sheet
TAE Renovations and Additions Amendment 2 - Pre-Construction

Tara Elementary School - Campus Renovations and Additions

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Sweet Sparkman Architects, Inc.	Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Selected through the Request for Qualifications
BUILDING OFFICIAL:	TBD	

PROJECT BUDGET:	$	35,259,423.00	(01/26/23) Revised Project Budget
	$	31,449,423.19	(07/27/22) Original Project Budget

HISTORY: Tara Elementary was built in 1992 with 737 permanent student stations and currently has an additional 144 relocatable student stations. A technology retrofit project was completed in 1996, improvements were made to the school's drop off lane in 2007 and chiller replacement in 2009. This project was initiated due to numerous flooding incidents and repeated repairs by Maintenance & Operations.

SCOPE: The Project scope of work includes but is not limited to, a campus-wide renovation and addition. Included in this project are required site improvements, adding four (4) classrooms, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 1,966,079.00	July 26, 2022	Approved	Architectural/Engineering Services
Amendment 1:	$ 170,992.00	February 14, 2023	Approved	Add'l Architectural/Engineering Services
TOTAL	$ 2,137,071.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 74,206.00	July 26, 2022	Approved	Preconstruction Services
Amendment 1:	$ 247,589.00	February 28, 2023	Approved	Add'l Pre-Construction Services
Amendment 2:	$ 4,071,696.00	Mach 28, 2023	Pending	Add'l Pre-Construction Services
TOTAL	$ 4,393,491.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
	$47,460.00	August 8, 2022	N/A	Building Official
TOTAL	$47,460.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$8,350.00	July 22, 2022	N/A	Asbestos Survey
Agreement:	$41,100.00	October 04, 2022	N/A	Commissioning
Agreement:	$24,000.00	September 20, 2022	N/A	Construction Documentation
Agreement:	$18,900.00	August 02,2022	N/A	Property Survey
TOTAL	$92,350.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** _____

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Tara Elementary School – Campus Renovations & Addition
Construction Manager: Creative Contractors, Inc.
Construction Manager Address: 852 62nd Street Circle East, Suite #103, Bradenton, Florida 34208

The work is as follows: The purpose of the requested action is to approve Amendment 2 to the Pre-Construction Agreement Between Owner and Creative Contractors, Inc., which authorizes additional pre-construction services necessary to provide construction management at risk services for the Campus Renovations and Addition at Tara Elementary School. This scope of work is increased to include materials and labor for the surveying, sitework demolition and complete sitework scope of work, temporary fencing, early procurement of air handling units, underground chilled water piping, site underground fire and FDC lines for the fire protection of the buildings #1-#5 and site lighting.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) By: _____

Date of Substantial Completion including this amendment: _____

Amount of Amendment: $ 4,071,696.00
Previous Amount of GMP: $ 321,795.00
New Total Amount of GMP: $ 4,393,491.00

CONSTRUCTION MANAGER:

By: _____

Name/Title: Jerry Siminski. Sr. VP/ CCO

As Witnessed: _____

Creative Contractors, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
Amendment #2 - Phase 1 Early Start Package
BUDGET SUMMARY

Project: **Tara Elementary School Renovation Project** Date: 2/28/2023

Contractor: **Creative Contractors, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Schedule of Values for Construction	$3,337,592.00	
Sub Total		**$3,337,592.00**
General Conditions:		
General Conditions:	$289,079.00	
General Requirement	$72,110.00	
Sub Total		**$361,189.00**
Overhead & Profit (Overall Project)	$174,218.00	
Sub Total		**$174,218.00**
Pre-Construction Expenses		
	$0.00	
Sub Total		**$0.00**
Unforseseen Conditions:	$112,762.00	
Sub Total		**$112,762.00**
Bond and Insurance:		
Bond	$25,974.00	
General Liability	$18,241.00	
Subcontractor Default Insurance	$41,720.00	
Builders Risk - By Owner	$0.00	
Sub Total		**$85,935.00**
GMP TOTAL		**$4,071,696.00**

AGENDA ITEM NO. 10.16

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - Track Resurfacing - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge acceptance of the Southeast High School - Track Resurfacing - Substantial Completion on February 06, 2023.

Substantial Completion is defined as the project being sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certification requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Completed.

Southeast High School - Track Resurfacing Summary Sheet is attached for reference.

This project is included in the Educational Plant Survey 5.1.

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

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 Southeast High School - Track Resurfacing - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
SHS Track Resurfacing Summary Sheet
SHS Track Resurfacing - Substantial Completion

Southeast High School Track Resurfacing

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Long & Associates Architects — Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: Tandem Construction — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $1,442,137.00 (07/16/22) Revised Project Budget
$100,000.00 (08/24/21) Original Project Budget

HISTORY: In 2017, the District developed a standard for high school tracks and associated amenities and created a capital plan to replace the existing ones. Southeast High School is in need of athletic track resurfacing. This requires the existing asphalt running track to be replaced with a synthetic rubberized surface in order to reduce injuries and provide a safer training experience for our students. In 2017, Lakewood Ranch HS, Manatee HS, and Palmetto HS athletic tracks were resurfaced. In 2020, Braden River HS athletic tracks were resurfaced and in 2021, Bayshore HS athletic tracks were resurfaced.

SCOPE: The scope of work will include, but is not limited to, Track asphalt and base removal and replacement, drainage improvements inside track interior, coordination on relocating a portion of existing fence and bleachers, extend run out for 100m start, provide pole vault runway and landing area, replace high jump area, replace long and triple jump area, the installation of a rubberized surface on the new asphalt athletic track.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Survey not required based on the type of funding

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 57,250.00	August 24, 2021	Approved	Architectural / Engineering Services
TOTAL	$ 57,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,905.00	August 24, 2021	Approved	Pre-Construction Services
Amendment 1:	$ 1,269,231.09	June 14, 2022	Approved	Guaranteed Maximum Price (GMP)
Change Order #1:	$ (86,631.00)	November 8, 2022	Approved	Direct Materials Purchase
Change Order #2:	$ (5,247.86)	November 8, 2022	Approved	Sales Tax Savings
Change Order #3:	$ -	N/A	N/A	Work was not approved
Change Order #4:	$ 38,975.16	March 28, 2023	Pending	DMP Credit
Substantial Completion:	$ -	March 28, 2023	Pending	Substantial Completion
	$ 1,219,232.39			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Agreement:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Professional Services Agreement	$ 3,316.50	October 25, 2021	N/A	CON #200 Issued for Additional Survey Services
TOTAL	$ 3,316.50			

SUBSTANTIAL COMPLETION

Project: Southeast High School Track Re-surface
Location: 1200 37th Ave E
Bradenton, FL 34208

Project Number: CON#1087

Contract Date: 8/25/21

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Long & Associates
4525 S. Manhattan Avenue
Tampa, FL 33611

CM: Tandem Construction
Energy Court Center
Sarasota, FL 34240

Date of Issuance: 2/6/2023

Project or Designated Portion shall include:

Removal of existing asphalt athletic track and base and installation of new asphalt track with synthetic latex running surface and striping. In addition, the scope of work includes removal and replacement of pole vault, long jump/triple jump, discus and shot put pads.

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:

1/26/2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below: Pending Contractor remediation of items identified in the attached Substantial Completion Punchlist during Substantial Completion inspection on Thursday, January 26, 2023

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Long & Associates Architects/Engineers, Inc.
ARCHITECTURAL FIRM

BY

3/6/23
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (30) Thirty days from the above date of Substantial Completion.

Tandem Construction
CONTRACTOR

BY

03/07/23
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00am (time) on 01/26/23 (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.

AGENDA ITEM NO. 10.17

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Prine and Bayshore Elementary Schools - Administrative Office Renovations - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge acceptance of the Prine and Bayshore Elementary Schools - Administrative Office Renovations - Substantial Completion on August 10, 2022.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certification requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Completed.

This project is included in the Educational Plant Survey 5.1.

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

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 Prine and Bayshore Elementary Schools - Administrative Office Renovations - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Prine & Bayshore ES Office Renovation Project Summary Sheet
PRE and BAE Administrative Office - Substantial Completion

Prine ES and Bayshore ES Office Renovations

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	WilderArchitecture, Inc.	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Walbridge Aldringer, LLC	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	TBD	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $621,864.00 (08/10/2021) Original Project Budget

HISTORY: School campus security has become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capital plan to address security projects including: fencing, cameras, single point of entry and others.

SCOPE: Renovations at Prine Elementary School and Bayshore Elementary School offices will include, but is not limited to, physically isolating the existing school lobbies from the administration areas and the schools. The lobbies will have enhanced physical security measures

DEPARTMENT OF EDUCATION
APPROVED SPOT SURVEY: Yes

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 List
Agreement:	$ 46,900.00	June 8, 2021	Not Required	CON #00174 issued for Architectural Services
TOTAL	$ 46,900.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 7,500.00	August 10, 2021	Approved	Pre-construction Services
Amend 1:	$ 479,596.00	April 12, 2022	Approved	Guaranteed Maximum Price
Change Order 1:	$ (16,790.86)	December 13, 2022	Approved	Final Change Order
Substantial Completion:	$ -	March 28, 2023	Pending	Substantial Completion
TOTAL	$ 470,305.14			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:		October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement	2,650.00	December 3, 2021	Not Required	CON # 00224 issued for Building Official
TOTAL	$ 2,650.00			

SUBSTANTIAL COMPLETION

Project: Prine & Bayshore Elementary Lobby Security Renovation
Location: 3801 Southern Pkwy W, Bradenton, FL 34205
Location: 6120 26th St. W, Bradenton FL 34207

Project Number: 3951520010

Contract Date: 6/8/2021

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Wilder Architecture, Inc.
1315 E. Seventh Ave, Ste. 106
Tampa, FL 33605

CM: Walbridge Aldinger LLC
100 S. Ashley Drive, Ste. 350
Tampa, FL 33602

Date of Issuance: 8/10/22

Project or Designated Portion shall include:

The scope of work will include, but is not limited to, physically isolating the existing school lobbies from the administration areas and the school. The renovated lobby will have buzz in and buzz out access from the Administration front desk, camera surveillance, bank teller type windows, doors with card access, intercom to telephone system at front door, bank teller intercom at front desk window, and other modifications to separate the lobby from the school and administration areas.

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:

9-Aug-22

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.

ARCHITECTURAL FIRM	BY	DATE
	John Thompson	3/7/23

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) _____ days from the above date of Substantial Completion.

CONTRACTOR	BY	DATE
	Frank Rygiel	3/7/2023

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at __ 12:00p.m. 9-Aug-22

OWNER	BY	DATE
SCHOOL BOARD OF MANATEE COUNTY		

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.

AGENDA ITEM NO. 10.18

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - Media Center Renovations - Agreement Between Owner and McIntyre, Elwell and Strammer General Contractors, Inc., - Guaranteed Maximum Price, in the Amount of $941,848.94

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and McIntyre, Ewell, and Strammer General Contractors, Inc., which establishes the Guaranteed Maximum Price and allows the Construction Manager to complete the work at Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock and Williams Elementary Schools. The project consists of the renovation of Media Centers located at Anna Maria ES, Ballard ES, Bayshore ES & Williams ES Media Centers as per McIntyre Elwell & Strammer General Contractors, Inc. proposal dated March 7, 2023, further defining the preconstruction services is incorporated herein by reference.

Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock and Williams Elementary Schools Project Summary Sheet is attached for review.

This project does not require an Educational Plant Survey for this funding source.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock and Williams Elementary Schools - Media Center Renovations - Agreement between Owner and McIntyre, Elwell and Strammer General Contractors, Inc. - Guaranteed Maximum Price, in the amount of $941,848.94.

Financial Impact
The Guaranteed Maximum Price established for the construction services is $941,848.94 and is included in the total project budget requirement of $1,045,000.00. **This project is funded by Sales Tax Proceeds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
2023 Media Centers Summary Sheet
2023 Media Centers CM Agreement

2023 Media Centers

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER: 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:

PROJECT BUDGET: $1,045,000.00 (02/06/23) Original Project Budget

HISTORY:

Anna Maria Elementary School - Was built in 1949 with additions in 1956, 1961, 1980 and 1987. Anna Maria Elementary School was also rebuilt and renovated in 2006. The campus has 10 permanent buildings and 7 portables on approximately 6.65 acres. The elementary school is located at 4700 Gulf Drive in Holmes Beach.

Ballard Elementary School - The School Board approved a replacement school in 2000. Construction was substantially completed in 2002 and contains 655 student stations. A campus repaint was performed in 2007. The site consists of one parcel containing a total of nine acres, located at 912 18th Street West, Bradenton.

Bayshore Elementary School - In 2003 a replacement of the existing school with a new two story 840 student facility that meets or exceeds the educational requirements of the school board of Manatee County was approved.

Rogers Garden-Bullock Elementary School - In 2008 the School Board approved the design of a Lab School of approximately 80,500 square foot, with 580 student stations. In 2020 school campus security had become a high priority for districts throughout Florida and the nation. Manatee County School District created a capital plan to address security projects including: fencing, cameras, single point of entry and others.

Williams Elementary School - In 2006 the school board approved the design and construction of a new elementary school with approximately 823 total student stations on the Cross Creek site on Ft. Hamer Road in northeast Manatee County.

SCOPE:

The project consists of the renovation of Media Centers located at Anna Maria ES, Ballard ES, Bayshore ES & Williams ES Media Centers as per McIntyre Elwell & Strammer General Contractors, Inc. proposal dated March 7, 2023, further defining the preconstruction services is incorporated herein by reference.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -			
Agreement:	$ -			
Phase III Plans:	$ -			
TOTAL	$ -			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ 941,848.94	March 28, 2023	Pending	Guaranteed Maximum Price (GMP)
Amendment 1:	$ -			
Amendment 2:	$ -			
Change Order 1:	$ -			
Change Order 2:	$ -			
Change Order 3:	$ -			
Substantial Completion:	$ -			
TOTAL	$ 941,848.94			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -			
Agreement:	$ -			
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$ -		N/A	
Utility Connections:	$ -			
Utility Agreements:	$ -			
Interlocal Agrmts:	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO: CON#

PROJECT NAME AND LOCATION: Anna Maria ES, Ballard ES, Bayshore ES, Rogers Garden-Bullock ES & William ES Media Centers
Manatee County, Florida

PROJECT DESCRIPTION AND SCOPE OF WORK: **The Scope of Work** consists of the renovations of five (5) Elementary School Media Centers, (hereinafter, the "**Scope of Work**"). Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$1,045,000.00** and is comprised of the following:

1. Design Services	$ 89,750.00
2. Construction Services	$ 941,848.94
3. Owner Services	$ 13,401.06
4. FF&E and Technology	$ N/A
TOTAL PROJECT BUDGET:	$**1,045,000.00**

ANTICIPATED NOTICE TO PROCEED: April 2023
SUBSTANTIAL COMPLETION: July 2023
FINAL COMPLETION: July 2023

ARCHITECT/ENGINEER ("**A/E**"):

Name:	BWAS Design, PLLC
Address:	1201 6th Avenue West
City, State, Zip:	Bradenton, FL 34205
Office:	(662) 415-2933
Contact:	Shannon Barrier
Email:	shannon@bwas.design

CONSTRUCTION MANAGER ("**CM**"):

Name:	McIntyre Elwell & Strammer General Contractors, Inc.
Address:	1645 Barber Road
City, State, Zip:	Sarasota, FL 34240
Office:	(941) 377-6800
Fax:	(941) 378-2296
Contact:	Josh Tomlinson
Email:	josh-tomlinson@mesgc.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this _____ day of _____ in the year 2023 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **McIntyre Elwell & Strammer General Contractors, Inc., 1645 Barber Road, Sarasota, FL 34240, Federal Tax ID Number 59-2797056, General Contractor License Number CGC 1523455** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of renovations for five (5) Media Centers, (the **"Work"**), located at Anna Maria ES, Ballard ES, Bayshore ES, Rogers Garden-Bullock ES & Williams ES, (the"**Project**"), said Work being set forth in the plans and specifications prepared by BWAS, Design, the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida

where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of

CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$941,848.94**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$ 644,727.53
General Conditions	$ 177,036.00
Overhead and Profit (CM Fee)	$ 69,766.59
Preconstruction	$ N/A
Unforeseen Conditions	$ 41,058.18
Bond	$ 9,260.64
TOTAL	**$ 941,848.94**

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $69,766.59 based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the

Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and

A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per

State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the

GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the

schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with

the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. CM shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing

the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during

construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated

the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the

Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost

of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract

Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate

threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are N/A, N/A, attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim

Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up

- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$__TBD___**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 **CM Fee (Overhead and Profit)**

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 **Cost of Work**

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with

subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of **59 %** of wages and **49 %** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 1% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of **1%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of N/A of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **N/A** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at N/A **%** of the Contract Amount)
General Liability Insurance	(to be billed at 1 **%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at 1 **%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change

Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same

period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			Liquidated Damages Per Calendar Day
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800

750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			Liquidated Damages Per Day
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the

previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty

information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 <u>Worker's Compensation Insurance</u>

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the

subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual

claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation

before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by

this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number 1464792.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Reginald Goff
Department of Construction Services
1 Matzke Way, Bradenton, FL 34208
Attention: Reginald Goff
Email: goffr@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Josh Tomlinson
McIntyre Elwell & Strammer General Contractors, Inc.
1645 Barber Road, Sarasota, FL 34240
Attention: Josh Tomlinson
Email: josh-tomlinson@mesgc.com

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____ By: _____

(Corporate Secretary Signature) (Corporate President Signature)

Rich Fredd **Mark T. Freeman**

(Type Corporate President's Name)

As Witnessed:

_____ **McIntyre Elwell & Strammer GC, Inc.**

Lisa A. Velazquez (Type Name of Corporation)

(Corporate Seal)

DATE: **3/8/2023**

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Josh Tomlinson	Senior Project Manager	20%
Connor Cummings	Project Manager	40%
Bob Tomkins	Chief Estimator	20%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Reginald Goff
SBMC Project Assistant	Patricia Ledezma
Architect	BWAS Design, PLLC
Consulting Engineers	ME3 Consulting Engineers, LLC
Structural Engineer	N/A
Mechanical Engineer	ME3 Consulting Engineers, LLC
Electrical Engineer	ME3 Consulting Engineers, LLC
Construction Manager	McIntyre Elwell & Strammer General Contractors, Inc.
SBMC Instructional Member	N/A
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. **Project Description:** The project consists of the renovation of media centers located at Anna Maria ES, Ballard ES, Bayshore ES & Williams ES Media Centers as per McIntyre Elwell & Strammer General Contractors, Inc. proposal dated March 7, 2023 further defining the preconstruction services is incorporated herein by reference.

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

March 7, 2023

VIA EMAIL

TO: Bill Horton, Director of Construction Services
Darrell Phillips, Project Coordinator
School District of Manatee County
1 Matzke Way
Bradenton, FL 34208

RE: School District of Manatee County
Media Center Renovations – various locations

Conceptual Budget Estimate

- Anna Maria Elementary School
  4700 Gulf Drive North
  Holmes Beach, FL 34217
- Ballard Elementary School
  912 18th Street
  Bradenton, FL 34205
- Bayshore Elementary School
  6120 26th Street West
  Bradenton, FL 34207
- GD Rogers Garden-Bullock Elementary School
  515 13TH Avenue West
  Bradenton, FL 34205
- Williams Elementary School
  3404 Fort Hamer Road
  Parrish, FL 34219

Gentlemen:

Per your request, attached please find our Conceptual Budget Estimate for the Media Center Renovations at five (5) school locations: Anna Maria Elementary, Ballard Elementary School, GD Rogers Garden-Bullock Elementary School and Williams Elementary School.

This Conceptual Budget Estimate is based upon the scope narratives for each campus that are included..

Please review and let us know if you have any questions.

Budget Estimate Cost (excluding Preconstruction Services)

Nine Hundred Forty-One Thousand Eight Hundred Forty-Eight Dollars and 94/100 ..... $941,848.94

Sincerely,

Josh Tomlinson
Project Executive

23019-lv

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County
Media Center Renovations – various locations

Conceptual Budget Estimate

• Anna Maria Elementary School 4700 Gulf Drive North Holmes Beach, FL 34217	$62,449.25
• Ballard Elementary School • 912 18th Street Bradenton, FL 34205	$347,700.03
• Bayshore Elementary School 6120 26th Street West Bradenton, FL 34207	$222,727.62
• GD Rogers Garden-Bullock Elementary School 515 13TH Avenue West Bradenton, FL 34205	$177,442.31
• Williams Elementary School 3404 Fort Hamer Road Parrish, FL 34219	$131,529.73
Project Total	**$941,848.94**

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County
Media Center Renovations – various locations

Conceptual Budget Estimate

Anna Maria Elementary School
4700 Gulf Drive North
Holmes Beach, FL 34217

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS AND SUPERVISION		11,738.47
	A. ME&S ESTIMATE	11,738.47	
2100	DEMOLITION		1,000.00
	A. MES ALLOWANCE	1,000.00	
6100	CARPENTRY		500.00
	A. MES ALLOWANCE	500.00	
6400	REFACE MILLWORK AND RELOCATE		5,000.00
	A. MES ALLOWANCE	5,000.00	
8500	WINDOW TINT AND TREATMENT		2,620.00
	A. MES ALLOWANCE	2,620.00	
9260	METAL FRAMING & DRYWALL PATCH		2,500.00
	A. MES ALLOWANCE	2,500.00	
9510	ACOUSTICAL CEILINGS: 1,388 SF		4,858.00
	A. MES ALLOWANCE	4,858.00	
9660	FLOORING		1,500.00
	A. MES ALLOWANCE	1,500.00	
9900	PAINT: 175LF X 10'H		3,062.50
	A. MES ALLOWANCE	3,062.50	
9660	FLOORING PATCH @ MILLWORK: 250 SF		2,500.00
	A. MES ALLOWANCE	2,500.00	
15600	HVAC		0.00
	A. MES ALLOWANCE- NONE INCLUDED	0.00	
16100	ELECTRICAL		19,091.84
	A. MES ALLOWANCE	19,091.84	
	SUBTOTAL ALL TRADES		54,370.81
19010	UNFORESEEN CONDITIONS ALLOWANCE	5.00%	2,718.54
19201	BUILDING/ DEMOLITION PERMIT ALLOWANCE		0.00
19204	RECORDING FEES		120.00
19400	PAYMENT AND PERFORMANCE BOND		614.03
	SUBTOTAL		57,823.38
	CONTRACTORS FEE @ 8%	8.00%	4,625.87
	SUBTOTAL BID		62,449.25

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County - Media Center Renovations

Anna Maria Elementary School
4700 Gulf Drive North
Holmes Beach, FL 34217

January 19, 2023

1. Twenty-three (23) 2x4 LED
2. Three (3) 2x2 LED
3. Remove circulation desk Patch carpet
4. Add quad power east wall x 2 either side of door
5. Tint west windows 12x8, 5x5(2), 7x8, 9x8 and roller shades
6. 86" panel on south wall power & dates
7. Demo projector & screens
8. Paint entire room
9. 75" panel space east wall at map

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County - Media Center Renovations

Conceptual Budget Estimate

Ballard Elementary School

912 18th Street
Bradenton, FL 34205

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS AND SUPERVISION		65,355.81
	A. ME&S ESTIMATE	65,355.81	
2100	DEMOLITION		15,000.00
	A. MES ALLOWANCE	15,000.00	
2100	OVERHEAD CLEANING: DUCT WORK, BAR JOIST, DECK		9,500.00
	A. MES ALLOWANCE	9,500.00	
6100	CARPENTRY		750.00
	A. MES ALLOWANCE	750.00	
6400	MILLWORK: 26 LF OF COUNTERTOP AND NEW DOORS		4,550.00
	A. MES ALLOWANCE	4,550.00	
8500	WINDOW TREATMENT		3,500.00
	A. MES ALLOWANCE	3,500.00	
9260	METAL FRAMING & DRYWALL PATCH		15,000.00
	A. MES ALLOWANCE	15,000.00	
9510	ACOUSTICAL CEILINGS		2,380.00
	A. MES ALLOWANCE	2,380.00	
9660	FLOORING: ALL NEW 4452 SF AND RUBBER @ STAIRS		47,452.00
	A. MES ALLOWANCE	47,452.00	
9900	PAINT: WALL CEILING, 2ND FLOOR JOIST AND DECK		27,202.25
	A. MES ALLOWANCE	27,202.25	
15510	FIRE SPRINKLER: RELOCATE/ DELETE HEADS		7,500.00
	A. MES ALLOWANCE	7,500.00	
15600	HVAC		12,500.00
	A. MES ALLOWANCE	12,500.00	
16100	ELECTRICAL		87,553.51
	A. MES ALLOWANCE	87,553.51	
16100	FIRE ALARM: RELOCATE/ DELETE DEVICES		5,000.00
	A. MES ALLOWANCE	5,000.00	
	SUBTOTAL ALL TRADES		303,243.57
19010	UNFORESEEN CONDITIONS ALLOWANCE	5.00%	15,162.18
19201	BUILDING/ DEMOLITION PERMIT ALLOWANCE		0.00
19204	RECORDING FEES		120.00
19400	PAYMENT AND PERFORMANCE BOND		3,418.72
	SUBTOTAL		321,944.47
	CONTRACTORS FEE @ 8%	8.00%	25,755.56
	SUBTOTAL BID		347,700.03

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County - Media Center Renovations

Ballard Elementary School
912 18th Street
Bradenton, FL 34205

January 19, 2023

- Demo foam artistic features - all
- Demo column features drywall/paint
- Carpet – new throughout
- Demo low wall
- Demo story house
- Relocate E-lights
- Demo carpet on stairs and install rubber
- Demo cupola above columns
- Demo circulation desk

Conference / Tech. Proc.

- 85"
- Demo cabinets
- Demo VCT & install carpet
- Demo ACT and install 2x2
- Blinds
- Paint
- Demo tackboard patch drywall

- HVAC at Reading House
- Fire Sprinkler at Reading House
- Fire Alarm at Reading House
- Patch drywall
- Enclose (2) 4'x4' windows
- Data & power for four (4) panels
- New cabinet doors & cabinet in tech production +/- 26 lf
- Exclude data rack at 180-D Equipment & rack removal by MCS IT Dept
- Clean duct, bar joists & deck
- Demo Trane controls to eliminate VAV
- Paint low walls & railings at second floor
- Repaint ceiling below 2nd floor
- Replace existing lighting with new fixtures
- Paint duct, bar joists & deck

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School District of Manatee County - Media Center Renovations

Conceptual Budget Estimate

Bay Shore Elementary School

6120 26th Street West
Bradenton, FL 34207

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS AND SUPERVISION		41,865.29
	A. ME&S ESTIMATE	41,865.29	
2100	DEMOLITION: CEILING, CARPET, CABINET		7,500.00
	A. MES ALLOWANCE	7,500.00	
6100	CARPENTRY		750.00
	A. MES ALLOWANCE	750.00	
8500	WINDOW TREATMENT		5,250.00
	A. MES ALLOWANCE	5,250.00	
9260	METAL FRAMING & DRYWALL		11,250.00
	A. MES ALLOWANCE	11,250.00	
9510	ACOUSTICAL CEILINGS: 5998 SF		20,993.00
	A. MES ALLOWANCE	20,993.00	
9660	FLOORING: 5998 SF		47,984.00
	A. MES ALLOWANCE	47,984.00	
9900	PAINT 519LF X 10'H		7,785.00
	A. MES ALLOWANCE	7,785.00	
9660	FLOORING		500.00
	A. MES ALLOWANCE	500.00	
16100	ELECTRICAL		50,331.60
	A. MES ALLOWANCE	50,331.60	
	SUBTOTAL ALL TRADES		194,208.89
19010	UNFORESEEN CONDITIONS ALLOWANCE	5.00%	9,710.44
19201	BUILDING/ DEMOLITION PERMIT ALLOWANCE		0.00
19204	RECORDING FEES		120.00
19400	PAYMENT AND PERFORMANCE BOND		2,189.95
	SUBTOTAL		206,229.29
	CONTRACTORS FEE @ 8%	8.00%	16,498.34
	TOTAL BID		222,727.63

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School District of Manatee County - Media Center Renovations

Bay Shore Elementary School

6120 26th Street West
Bradenton, FL 34207

January 19, 2023

- Demo circulation desk
- Carpet is 2-3 years old
- Data 5 power at west wall at above 75"
- Demo glass case bump out and add blinds
- Change to 2x2 grid and c/o LED lights 48 2x4 lights
- Demo pull downs & projectors
- 85" on north wall data & power
- Paint all walls & columns
- Replace all blinds
- Tint exterior doors
- Hubbell
- Remove tack strips & patch drywall

Conference Room

- 85" power & data on east wall
- Demo counter
- 2 x 2 ceiling
- LED's (6) 2x4
- New blinds
- Carpet
- Paint

PD Space

- 2x2 grid & LED'S
- Countertop x2
- Demo power poles
- Paint
- 85" on north wall and east wall
- Ivory plates & devices

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School District of Manatee County - Media Center Renovations

Conceptual Budget Estimate

GD Rogers Garden-Bullock Elementary School

515 13TH Avenue West
Bradenton, FL 34205

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS AND SUPERVISION		33,353.21
	A. ME&S ESTIMATE	33,353.21	
2100	DEMOLITION		8,700.00
	A. MES ALLOWANCE	8,700.00	
6100	CARPENTRY		750.00
	A. MES ALLOWANCE	750.00	
8500	WINDOW TREATMENT		3,250.00
	A. MES ALLOWANCE	3,250.00	
9260	METAL FRAMING & DRYWALL: INCLUDES 42 LF SOFFIT		11,300.00
	A. MES ALLOWANCE	11,300.00	
9510	ACOUSTICAL CEILINGS: 900 SF		3,150.00
	A. MES ALLOWANCE	3,150.00	
9660	FLOORING: 1900 SF		19,000.00
	A. MES ALLOWANCE	19,000.00	
9900	PAINT: 576 LF (Height varies) INCLUDES SOFFIT		12,000.50
	A. MES ALLOWANCE	12,000.50	
16100	ELECTRICAL		63,195.10
	A. MES ALLOWANCE	63,195.10	
	SUBTOTAL ALL TRADES		154,698.81
19010	UNFORESEEN CONDITIONS ALLOWANCE	5.00%	7,734.94
19201	BUILDING/ DEMOLITION PERMIT ALLOWANCE		0.00
19204	RECORDING FEES		120.00
19400	PAYMENT AND PERFORMANCE BOND		1,744.68
	SUBTOTAL		164,298.43
	CONTRACTORS FEE @ 8%	8.00%	13,143.87
	SUBTOTAL BID		177,442.31

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School District of Manatee County - Media Center Renovations

GD Rogers Garden-Bullock Elementary School
515 13TH Avenue West
Bradenton, FL 34205

January 19, 2023

- **Demo partitions**
- **LED's dimmers & OCC's**
- **Demo circulation and soffit**
- **Paint**
- **Fire Alarm**
- **Blinds & Tint**
- **Three (3) power data for displays**
- **Five (5) panels – power & data**
- **New carpet throughout**

PD

- **ADD Carpet**
- **Fridge Power**
- **Tint & Blinds**
- **LEDs**
- **Two (2) 85" Power & data**
- **Paint**

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1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County - Media Center Renovations

Conceptual Budget Estimate

Williams Elementary School

3404 Fort Hamer Road
Parrish, FL 34219

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS AND SUPERVISION		24,723.22
	A. ME&S ESTIMATE	24,723.22	
2100	TREE REMOVAL (MILLWORK)		500.00
	A. MES ALLOWANCE	500.00	
2100	DEMOLITION: INCLUDES SHELF REMOVAL		3,500.00
	A. MES ALLOWANCE	3,500.00	
6100	CARPENTRY 500SF		5,000.00
	A. MES ALLOWANCE	5,000.00	
8100	DOORS AT COMM CLOSET		1,800.00
	A. MES ALLOWANCE	1,800.00	
8500	WINDOW TREATMENT		7,336.00
	A. MES ALLOWANCE	7,336.00	
9260	METAL FRAMING & DRYWALL: INCLUDES COMM CLOSET		7,500.00
	A. MES ALLOWANCE	7,500.00	
9510	ACOUSTICAL CEILINGS 4,734 SF		16,569.00
	A. MES ALLOWANCE	16,569.00	
9660	FLOORING		500.00
	A. MES ALLOWANCE	500.00	
9900	PAINT 484LF X 10'		7,260.00
	A. MES ALLOWANCE	7,260.00	
15600	HVAC		0.00
	A. MES ALLOWANCE- NONE INCLUDED	0.00	
16100	ELECTRICAL		39,953.23
	A. MES ALLOWANCE	39,953.23	
	SUBTOTAL ALL TRADES		114,641.45
19010	UNFORESEEN CONDITIONS ALLOWANCE	5.00%	5,732.07
19201	BUILDING/ DEMOLITION PERMIT ALLOWANCE		0.00
19204	RECORDING FEES		120.00
19400	PAYMENT AND PERFORMANCE BOND		1,293.26
	SUBTOTAL		121,786.78
	CONTRACTORS FEE @ 8%	8.00%	9,742.94
	SUBTOTAL BID		131,529.73

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1645 Barber Road • Sarasota, FL 34240
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School District of Manatee County - Media Center Renovations

Williams Elementary School
3404 Fort Hamer Road
Parrish, FL 34219

January 19, 2023

- **Tint exterior 4x4 windows on north wall**
- **85" power & data on north end east wall**
- **Demo tree**
- **Carpet patch**
- **2x2 grid & LED's**
- **Perimeter shelving removed north and partial east**
- **Reface & new countertops at circulation desk**
- **Tint & Blinds**

Conference Room

- **Paint**
- **Fiber? Comm Closet**
- **2x2 & LED's**
- **85" on north wall power & data**
- **Blinds**

Office

- **2x2 & LED's**

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General Contractors, Inc.

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1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County
Media Center Renovations – various locations

Conceptual Budget Estimate

Clarifications / Qualifications

1. Excludes all impact fees, tap fees, permit fees and all other governmental fees.
2. Excludes the cost of Record Drawings.
3. Includes a Performance & Payment Bond.
4. Excludes costs for Preconstruction Services.
5. Excludes Builder's Risk Insurance. Excludes all associated deductibles pertaining to this insurance.
6. Excludes utility usage charges for both temporary and permanent services. These are to be paid by Owner.
7. Excludes asbestos survey and abatement.
8. Excludes materials testing.
9. Typical work hours to be Monday-Friday 7:00 AM to 3:30 PM.
10. Includes the work scopes noted on the cost breakdown included herewith.
11. Excludes slab moisture mitigation.
12. Air conditioning to be run as required for humidity control.
13. Actual project cost will be reconciled with the conceptual budget estimate after pricing of the construction documents.
14. Labor burden to be charged on a per employee basis, based upon actual costs and are not to exceed the rates stated in section 6.3.1.6.
15. Labor burden rates include vehicle expense.

AGENDA ITEM NO. 10.19

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of K-8 East Prototype - Authorization to Negotiate for Architect & Engineering Services (AE), No Financial Impact

Executive Summary
The purpose of the requested action is to accept the rankings of the Selection Committee and authorize staff to begin negotiations for Architect & Engineering (AE) services with the highest-ranked firm.

K-8 East Prototype AE:
Dates of Advertisement: October 30, 2022, November 6, 2022 and November 13, 2022
Date of Final Evaluation: February 27, 2023

Ranking of Interviewed Firms:
Number One Firm: HKS Architects, Inc.
Number Two Firm: Schenkel & Shultz, Inc. (Sunridge)
Number Three Firm: Harvard Jolly, Inc.
Number Four Firm: Fawley Bryant Architects, Inc

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of K-8 East Prototype - Authorization to Negotiate for Architect & Engineering Services (AE), no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Purchasing and Construction Services Department
Initiated By: Bill Horton and Ruth Gruett

Attachments:
K-8 East Prototype AE INTERVIEW-FINAL RANKING

FINAL EVALUATION

REQUEST FOR QUALIFICATIONS COMPLETE ARCHITECTURAL AND ENGINEERING SERVICES

K-8 EAST PROTOTYPE

Interviews/Final Evaluation Committee Meeting February 27, 2023, 9:00AM

Interviews/Final Ranking REQUEST FOR QUALIFICATIONS COMPLETE ARCHITECTURAL AND ENGINEERING SERVICES
K-8 EAST PROTOTYPE
Submittals Due: December 14, 2022 at 12:00 p.m.,

Responding Firm	Ordinal Rank
HKS Architects, Inc.	1
Schenkel & Shultz, Inc. (Sunridge)	2
Harvard Jolly, Inc.	3
Fawley Bryant Architects, Inc	4

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

AGENDA ITEM NO. 10.20

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase PrimeroEdge Food and Nutrition Services Software Using the Choice Partners Request for Proposal for Technology and Other Related Products and Services #23/004LS, SDMC No. 23-0110-KD, Continued Procurement for Products and Services, Estimated in the Amount of $95,000.00 Per Fiscal Year

Executive Summary
The Food and Nutrition Services Department utilizes back of the house and front of the house software in the District office and in each school cafeteria throughout the District. This software facilitates compliance with the US. Department of Agriculture (USDA) and Florida Department of Agriculture and Consumer Services regulations. The functionality includes point of sale, meal accountability, menu planning, ordering, receiving, production records, free and reduced application processing, and digital displays. The software is a web-based cloud hosted solution the fully integrates with the District's current hardware.

The proposed software, PrimeroEdge by Cybersoft Technologies, Inc., Houston, TX, Florida Document No. F13000001307 is approved by the State of Florida Department of Agriculture.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The Choice Partners contract is valid through November 16, 2023, with renewals through November 16. 2027, and additional renewals and extensions as completed by Choice Partners. The Software Licensing Agreement (SLA) with Cybersoft for PrimeroEdge is valid through June 30, 2024 with annual renewals thereafter.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

School Board Policy 6320 states," Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium service organizations pursuant to F.S. 1001.451. This policy does not apply to services that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company."

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

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation

The Superintendent recommends the approval to purchase PrimeroEdge Food and Nutrition Services Software using the Choice Partners Request for Proposal for Technology and Other Related Products and Services #23/004LS, SDMC No. 23-0110-KD, continued procurement for products and services, estimated in the amount of $95,000.00 per fiscal year.

Financial Impact

The funding source for this expenditure is Food Service Fund and other funding sources as determined and is included in the proposed budget for 2023-2024.

Contact

Submitting Departments: Nutrition Services and Purchasing
Initiated By: Regina Thoma and Ruth Gruett

Attachments:

23-0110 CyberSoft Unsigned
3.8.23 Manatee_Cybersoft PrimeroEdge Subscription License Agreement
Manatee Pricing Updated 3.3.2023

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0110-KD

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and Cybersoft Technologies, Inc. (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 Choice Partners competitively procured and awarded Request for Proposal for Technology and Other Related Products and Services for Food Service #23/004LS and is hereto as Exhibit A, ("Solicitation"). A contract was executed between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is for the purchase or lease of copiers and managed print services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on March 6, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by Choice Partners**.**

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Exhibit C, Software Licensing Agreement

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.

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

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

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

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

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

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

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to

act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

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

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

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

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

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

5.14 **FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial

insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

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

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

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

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial

results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

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

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

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

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

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

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

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

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

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more

counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: Original Solicitation
6.1.2 Exhibit B: The Authorized Contract
6.1.3 Exhibit C: Software Licensing Agreement

7. **COVID 19**

7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**

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

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

Cybersoft PrimeroEdge Subscription License Agreement

This Subscription License Agreement (this "Agreement") is entered into by and between the following parties:

Cybersoft Technologies™, Inc. ("Licensor"), a Texas corporation, with its principal place of business located at 4422 Cypress Creek Parkway, Suite 400, Houston, Texas 77068 and **Manatee County School District** ("Licensee"), with its principal place of business located at 215 Manatee Ave West, Bradenton, Florida 34205 (individually, Licensor and the Licensee may be referred to as "Party" and collectively as "Parties"). This Agreement shall be deemed effective as of the date that both Parties execute this Agreement ("Effective Date").

WHEREAS:

Licensor owns the products and/or software identified herein;

Licensor desires to license to Licensee certain rights, which rights are limited are non-exclusive rights in certain of said products and/or software as listed and described in the Order Form, an Addendum to this Agreement;

Licensee desires to receive said license pursuant to the terms and conditions contained in this Agreement;

Licensee desires to avail of a term-bound subscription to said products and/or software.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the Parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any person, employee, staff member, contractor, subcontractor, partnership, joint venture, corporation and/or any other form of enterprise, domestic or foreign, any agent or management company directly involved in the operation of the Party, including but not limited to subsidiaries, that directly or indirectly, control or are controlled by or are under common control with the Party.

1.2 "Product" means Licensor's goods, tangible or intangible, some or all of which may contain Licensor's intellectual assets, as listed and described in the Order Form, an addendum to this Agreement.

1.3 "Software" means Licensor's computer programs and documentation as well as any archival copies of computer programs and documentation, some or all of which may contain Licensor's intellectual assets, as listed and described in the Order Form, an addendum to this Agreement.

1.4 "Service" means any task performed in relation to maintenance and/or upgrade of said Software as defined herein and/or in the Order Form, an addendum to this Agreement.

1.5 "Intellectual Property Rights" means Licensor's right in its Products and/or Software and all trade secrets, patents and patent applications, trademarks, whether registered or unregistered and including any goodwill acquired in such trademarks, service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in

inventions, whether patentable or not, and all other intellectual property and proprietary rights, whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing, and all other equivalent or similar rights which may subsist anywhere in the world.

1.6 "Install" means placing the Software on a computer's hard disk by means including but not limited to installation by CD-ROM, by other secondary storage devices, or by remote installation.

1.7 "Use" means (i) executing or loading the Software into computer RAM or other primary memory, or (ii) copying the Software for archival or emergency restart purposes.

1.8 "End User" means the individuals, including, but not limited to Affiliates of Licensee, third party consultants, auditors and other independent contractors performing services for Licensee; and any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any data.

1.9 "Licensee and End User Data" includes Licensee and End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or third party contained therein or in any logs or other records of Licensor reflecting End User's use of Software.

2. GRANT OF LICENSE

2.1 Licensor grants to Licensee a non-exclusive license, pursuant to this Agreement, to install and use the Software listed in the Order Form, an addendum to this Agreement, upon payment of the Annual Subscription Fee (the "Fee"), subject to terms and conditions as given herein. Annual term is July 1 through June 30 of each respective year.

2.2 The Fee payment is due on the Effective Date, and subsequent Fee payments are due on the Effective Date every year henceforth. If Licensee so wishes, the first payment of the Fee may be prorated from the date of payment until the last day of the current school year and subsequent Fee payments shall be made on the first day of the next school year and every year henceforth.

2.3 Licensor reserves the right to increase the Fee up to a maximum of 8% per year. If Licensor increases the Fee, Licensor will give Licensee notice of thirty (30) days of such increase.

2.4 The server part of the Software shall be hosted by the Licensor at its facility and will be made accessible to the Licensee. The client part of the Software shall be installed on the Licensee's computers. Licensee may make copies of the Software for backup or training purposes only. The Licensee shall not make other copies of the Software except as authorized herein.

2.5 Title to the Product and/or Software will remain vested in Licensor. Nothing in this Agreement shall give or convey any right, title or interest therein to the Licensee except as a license under the terms of this Agreement. Title to all Licensee and End User Data in or associated with the Product and/or Software will remain vested in the Licensee. Nothing in this Agreement will give or convey any right, title or interest therein to Licensor except that Licensor may manipulate Licensee data residing on the server hosted by Licensor solely as required to perform such tasks as identified in this Agreement, for Licensee's benefit.

3. IMPLEMENTATION

Installation of the Software by Licensor onto Licensee's systems shall be carried out as part of the implementation phase. The Implementation shall take place according to a place to be decided by the Licensor and Licensee at a mutually convenient time and date after the initial installation of the Software.

4. APPLICABLE TAXES

All applicable taxes, charged in addition to the Fee, will be reflected on each invoice payable by the Licensee.

5. UPDATE AND SUPPORT

Software updates and support during the license term, as part of the Fee, will be provided pursuant to this Agreement.

6. RIGHTS TO LICENSEE AND END USER DATA

6.1 The Parties agree that as between them, all rights, including all intellectual property rights, of Licensee and End User Data shall remain the exclusive property of Licensee, and Licensor shall have a limited, non-exclusive rights to access and use the Licensee and End User Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

6.2 All Licensee and End User Data is and shall remain the property of Licensee and shall in no way become attached to the Product and/or Software, nor shall Licensor have any rights in or to the Licensee and End User Data.

6.3 This Agreement does not give either Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

7. RESTRICTIONS ON USE OF PRODUCTS AND/OR SOFTWARE

Except as expressly stated in this Agreement or otherwise permitted in writing by the Licensor, the Subscriber and its End Users may not:

5.1 Abridge, modify, translate or create any derivative work based on the Products and/or Software, except to the extent necessary to make them perceptible on a computer screen to End Users;

5.2 Remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Products and/or Software;

5.3 Use robots, bots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Products and/or Software;

5.4 Substantially or systematically reproduce, retain or redistribute the Products and/or Software; or

5.5 Post individual items from the Products and/or Software on social networking sites.

8. DATA PRIVACY

8.1 Licensor will use Licensee and End User Data only for the purpose of fulfilling its duties under this Agreement and for Licensee's and its End User's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Licensee or as otherwise required by law.

8.2 Licensor will not use such data for Licensor's own benefit and, in particular, will not engage in "data mining" of Licensee and End User Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Licensee.

8.3 Licensor will provide access to Licensee and End User Data only to those among the Licensor and its Affiliates who need to access the data to fulfill Licensor's obligations under this Agreement.

8.4 Licensor will ensure that, prior to being granted access to the data, Licensor Staff who perform work under this Agreement have all undergone background verification in accordance with the Fair Credit Reporting Act; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement.

8.5 To the extent not already addressed in this Agreement, Licensor agrees to use best efforts to facilitate Licensee's compliance with the Family Educational Rights and Privacy Act.

9. DATA SECURITY AND INTEGRITY

All facilities used to store and process Licensee and End User Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Licensor's own data of a similar type and in no event less than reasonable in view of the type and nature of the data involved.

Licensor agrees to complete remaining outstanding remediations as documented in responses dated 2/27/23. This document is protected by HB 7057 – Public Records Exemption for Critical Infrastructure and Cybersecurity Information s.119.0725, Florida Statutes.

10. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

10.1 Except as otherwise expressly prohibited by law, Licensor will:

a) If required by a court of competent jurisdiction or an administrative body to disclose Licensee and End User Data, Licensor will notify Licensee in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

b) Consult with Licensee regarding its response;

c) Cooperate with Licensee's reasonable requests in connection with efforts by Licensee to intervene and quash or modify the legal order, demand or request; and

d) Upon Licensee's request, provide Licensee with a copy of its response.

10.2 If Licensee receives a subpoena, warrant, or other legal order, demand or request seeking

Licensee and End User Data maintained by Licensor, Licensee will promptly provide a copy to Licensor. Licensor will supply Licensee with copies of data required for Licensee to respond within forty-eight (48) hours after receipt of copy from Licensee, and will cooperate with Licensee's reasonable requests in connection with its response.

11. DATA COMPROMISE RESPONSE

11.1 Licensor shall report, either orally or in writing, to Licensee any data compromise involving Licensee and End User Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Licensee and End User Data, not authorized by this Agreement or in writing by Licensee, including any reasonable belief that an unauthorized individual has accessed Licensee and End User Data. Licensor shall make the report to Licensee immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Licensor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Licensor regarding data compromises will be reduced to writing and supplied to Licensee as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

11.2 Immediately upon becoming aware of any such data compromise, Licensor shall fully investigate the circumstances, extent, and causes of the data compromise, and report the results to Licensee and continue to keep Licensee informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

11.3 Within five (5) business days of the date Licensor becomes aware of any such data compromise, Licensor shall implement corrective actions to remedy the data compromise, restore Licensee access to the Software as directed by Licensee, and prevent further similar unauthorized use or disclosure.

11.4 Licensor, at their expense, shall cooperate fully with the Licensee's investigation of and response to any such data compromise incident.

11.5 Except as otherwise required by law, Licensor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Licensee.

12. DATA STORAGE, RETENTION, AND DISPOSAL

12.1 Licensor will retain data in an End User's account, including attachments, until the earliest of the following: (i) the date the End User deletes them, (ii) upon termination or expiration of this Agreement, or (iii) seven years from the creation of the data in End User's account.

12.2 Using appropriate and reliable storage media, Licensor will regularly backup Licensee and End User Data.

12.3 At the Licensee's election, Licensor will either securely destroy or transmit to Licensee repository any backup copies of Licensee and End User Data. Licensor will supply Licensee a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.

12.4 Licensor will immediately place a hold on data destruction or disposal under its usual records retention policies of records that include Licensee and End User Data, in response to an oral or written request from Licensee indicating that those records may be relevant to litigation that

Licensee reasonably anticipates. Oral requests by Licensee for a hold on record destruction will be reduced to writing and supplied to Licensor for its records within forty-eight (48) hours of said oral request. Licensee will promptly coordinate with Licensor regarding the preservation and disposition of these records. Licensor shall continue to preserve the records until further notice by Licensee.

13. DATA TRANSFER UPON TERMINATION OR EXPIRATION

13.1 Upon termination or expiration of this Agreement, Licensor will ensure that all Licensee and End User Data are securely transferred to Licensee, or a third party designated by Licensee, within thirty (30) calendar days. Licensor will ensure that Licensee and End User Data will be made available to Licensee in a non-proprietary format.

13.2 Licensor will provide Licensee with no less than thirty (30) calendar days' notice of impending cessation of its business or that of any Licensor subcontractor and any contingency plans in the event of notice of such a cessation of business. Licensor's contingency plan will include a plan for the immediate transfer of data to Licensee.

14. INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE

14.1 Licensor shall be responsible for providing disaster recovery services if Licensor experiences or suffers a disaster. Licensor shall take all necessary steps to ensure that Licensee shall not be denied access to the Software for more than five (5) hours in the event there is a disaster impacting any Licensor infrastructure necessary to provide the Software. Licensor shall maintain the capability to resume provisions of the Software from an alternative location and via an alternative telecommunications route in the event of a disaster that renders the Licensor's primary infrastructure unusable or unavailable.

14.2 Licensor shall provide Licensee with three (3) calendar days' notice if at any time the Software is to be unavailable due to non-emergency maintenance or enhancements. Licensor will schedule any such times that the Software will be unavailable during scheduled non-school days. In the event of unscheduled and unforeseen times that the Software will be unavailable for any reason, Licensor will immediately notify Licensee and cooperate with Licensee's reasonable requests for information about the Software being unavailable, including the causes, the effects on Software, and the estimated duration of maintenance.

14.3 Licensor may suspend access to the Software by an End User immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of Software or the network(s) or facilities used to provide the Software. The suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted once the breach is cured. Licensor may suspend access to the Software by an End User in response to a material breach by End User of any terms of use s/he has agreed to in connection with the Software. Licensor will immediately notify Licensee of any suspension of End User access to the Software.

14.4 Licensor may suspend access to the Software by Licensee in response to an act or omission that poses a significant threat to the security or integrity of Software or the network(s) or facilities used to provide the Software. Licensor will provide Licensee with a written notice fifteen (15) business days in advance, of an intent to suspend access and justification for the suspension. Within these fifteen (15) business days, Licensee shall review and respond to such a notice, and correct any such action or omission prior to suspension. If the Licensee's response resolves the issue to the

Parties' mutual satisfaction, the suspension will not occur. If Licensee is unable to resolve within the stated timeframe, then the suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. Any such suspension will be lifted immediately once the breach is cured.

15. LIMITATION OF USE

15.1 Licensee agrees that it will use the Software only in its own business, and not directly or indirectly for the use or benefit of anyone other than Licensee, and only pursuant to the scope of the grant of the license set forth in this Agreement.

15.2 Licensee will not decode, alter, decompile, reverse engineer, perform reverse analysis on or disassemble the Software.

16. LIMITATION ON TRANSFER

14.1 The license as granted by this Agreement is personal to Licensee and may not be conveyed in any way without the prior written consent of Licensor.

14.2 Any purported sale, assignment, transfer or sublicense without such consent will be null and void ab initio, and will automatically terminate this Agreement.

17. CONFIDENTIALITY

17.1 Licensee agrees to observe complete confidentiality with respect to the Product and/or Software, and will not copy, reproduce, publicize or otherwise disseminate it to third parties. Any breach of confidentiality by Licensee will automatically terminate this Agreement. Licensee agrees that Licensor's remedies at law for breach of confidentiality are inadequate and that, in addition to remedies provided by law, Licensor will be entitled to equitable relief, including without limitation, injunctive relief and specific performance without the necessity of posting a bond or proving its damages.

17.2 Licensor agrees to observe complete confidentiality with respect to the Licensee's confidential data, and will not reproduce, publicize or otherwise disseminate it to third parties without prior consent of Licensee.

17.3 These confidentiality provisions survive the termination or expiration of this Agreement.

18. LICENSEE'S OBLIGATION TO NOTIFY LICENSOR OF INFRINGEMENT

Licensee will immediately notify Licensor of any material unauthorized use, access or attempt thereof, or any infringement or attempted infringement of Licensor's rights in the Product and/or Software of which Licensee becomes aware. Licensee will affirmatively cooperate with Licensor in any investigation or legal or equitable action that Licensor may undertake to protect any of its rights in connection with the Product and/or Software.

19. WARRANTY OF TITLE

Parties warrant that Licensor is the lawful owner of the Software and that only the Licensor has the authority to grant the license specified herein.

20. TERM AND TERMINATION

20.1 The license term commences as of the Effective Date of this Agreement, renews on the Effective Date every year, and remains in force as long as Fee payments are made or until this Agreement has been terminated pursuant to the terms herein. Upon termination of this Agreement, Licensee will (i) make all payments due to Licensor (ii) return all copies of the Product and/or Software to Licensor without demand or notice, or (iii) permanently delete or destroy all copies of the Software in its possession.

20.2 Except as set forth in the provisions of this Agreement that provide for automatic termination in the event of breach of confidentiality or unauthorized transfer, if Licensee breaches any other provision of this Agreement, Licensor may terminate this Agreement, provided, however, that Licensor has given Licensee written notice of the breach and the breach is not cured within thirty (30) days after delivery of the written notice. Termination, in case of a breach, shall not alter or affect Licensor's right to exercise any other remedies for breach.

20.3 In the event of termination, the Licensor agrees to provide Licensee's data for a mutually agreed upon fee and format.

21. SOFTWARE WARRANTY AND DISCLAIMER

Licensor warrants that the Software has been developed in a workmanlike manner, and in conformity with generally prevailing industry standards. The Licensee must report any material deficiencies in the Software to Licensor in writing within ninety (90) days of the Effective Date of this Agreement. Licensee's exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement. Licensor expressly disclaims all other warranties.

22. LIMITATION OF LIABILITY, INDEMNIFICATION

22.1 Neither Party will be liable to the other for special, indirect, incidental, consequential, or punitive damages, including but not limited to the loss of data, use, profits or goodwill, the cost to re-create lost data, the cost of a substitute program, and any delays or interruptions resulting from use of the Software or the provision of support services, incurred or suffered by the other arising as a result of or related to this Agreement or the use of the Software, whether in contract, tort, including negligence, strict liability, or otherwise, even if the other has been advised of the possibility of such loss or damages. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy. Licensor's entire liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the sum total of the fees paid by the Licensee under this Agreement.

22.2 Licensee will indemnify, hold harmless, and defend Licensor and its current and future trustees and employees against any claim that Licensee's use of the Software infringes on any patent,

copyright, trade secret or other intellectual property right of a third party of any claim, demands, causes of action of whatever kind or nature arising out of any error, omission, misrepresentation, negligent act, or conduct of Licensor and its subcontractors, agents, and employees in the provision of goods or the performance of services arising out of this Agreement. The Licensee shall promptly notify Licensor of any such claims and Licensee agrees to provide reasonable assistance to Licensor in the defense thereof at no cost to Licensee.

23. RELATIONSHIP OF PARTIES

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties.

24. RULES OF CONSTRUCTION

The Parties acknowledge that they have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises as to any aspect of this Agreement, then it will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

25. NOTICES

Whenever any notice is required or permitted by this Agreement, such notice shall be in writing and shall be hand-delivered to the Party at the address listed below, sent by certified mail, return receipt requested to the Party at the address listed below, or as otherwise approved by the Parties in writing.

Licensor:	Licensee:
Cybersoft Technologies™, Inc.	_____
_____	_____
_____	_____
_____	_____

Notices shall be deemed effective upon receipt if personally delivered, or ten days after mailing in accordance with this paragraph. Either Party wishing to change its address for notice purposes may do so by giving the other Party a written notice of the new address in the manner set forth above.

26. GOVERNING LAW AND CHOICE OF VENUE

The Parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Florida, without regard to its choice of law rules. The Parties agree that all actions or proceedings arising in connection with this Agreement will be brought solely in the state or applicable federal courts located in Manatee County, Florida. Each Party hereby unconditionally and irrevocably consents to the jurisdiction of such courts and waives its rights to bring any action or proceeding against the other Party except in such courts.

27. ATTORNEYS' FEES

If either Party brings a legal proceeding to construe, interpret, or enforce its rights under this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and costs.

28. SEVERABILITY

If any terms of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

29. FORCE MAJEURE

Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed Party's reasonable control.

30. NO WAIVER

The waiver by either Party of any breach or failure to perform will not be construed to be a waiver of any succeeding breach or failure to perform. All waivers must be in writing and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the Parties hereto.

31. ENTIRE AGREEMENT

This Agreement, together with any attachments referred to herein, constitutes the Entire Agreement between the Parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

32. SUBSEQUENT SUBSCRIPTION ORDERS

Any subsequent subscription orders that may be placed by the Licensee, for the purposes of fulfilling the same obligations as in this Agreement, shall incorporate by reference, all terms of this Agreement.

33. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Signature on following page

Licensor:
Cybersoft Technologies™, Inc.

Licensee:
Manatee County School District

_____

Name: _____
Title: _____
Date: _____

_____

Name: _____
Title: _____
Date: _____

Order Form

PRODUCTS, SOFTWARE, AND SERVICES as in Proposal # Attachment A:

Quantity	Product/Software/Service Description	Unit Price ($)	Extended Price ($)
	ExpressPoint™ Student Eligibility Financials Time Clock Team Work Menu Planning Production Inventory IntelliScan™ Bid Analysis Administrative Reviews Program Management Food Distribution Direct Certification Verification Online Applications Electronic Production Records Professional Standards		SEE ATTACHMENT A
	*SchoolCafe™ – Online payment system		
**Annual Subscription Fee Total			
	Kickstart		

*A fee will be assessed as per the SchoolCafe™ Agreement.

**Taxes will be charged additionally, as may be applicable.

YEAR 1

HOSTED SOFTWARE

Software Cost

PrimeroEdge Software	Quantity	Unit Price	Total Price
Front Office – Per Site	63	$805.00	$50,715.00
Back Office- Per Site State of FL Contract Discount	63	$805.00	$0.00
Digital Menu Boards – Per Site	64	$175.00	$11,200.00
		Annual Subscription Software Costs	**$61,915.00**
		Discount (Front Office) 2023-2024 SY	($50,715.00)
****SEE PRICING NOTES BELOW**		Software **Total 2023-2024 SY**	**$11,200.00**

HARDWARE

Hardware Costs

Description	Quantity	Unit Price	Total Price
Chromebox for Menu Boards (HDMI Cords not included, Ethernet and WiFi Capability) – Per Device	64	$399.00	$25,536.00
		Hardware Total	**$25,536.00**

SERVICES

Training Cost

Description	Quantity	Unit Price	Total Price
Online Training- Per Hour	40	$195.00	$7800.00
Onsite Training – Per Day	7	$1,995.00	$13,965.00
Project Management- Per Month	6	$2,995.00	$17,970.00
Services Total			**$39,735.00**

YEAR 1 SUMMARY

Item Description	Extended Total
2023-2024 Software Cost (FOH and BOH cost waived) Includes State of FL contract discount for Back Office	$11,200.00
Hardware – Chromeboxes for Digital Menu Boards	$25,536.00
Services – Implementation and Training	$39,735.00
Grand Total- First Year	**$76,471.00**

Pricing Notes:

1. Annual software support includes email, toll-free phone support, remote assistance, and software updates, as needed, to comply with USDA requirements.
2. We are **waiving** the first year's (July 2023-2024) software subscription fee for Front Office. Manatee County School District will pay for first year services upfront.

YEAR 2

HOSTED SOFTWARE

Software Cost

PrimeroEdge Software	Quantity	Unit Price	Total Price
Front Office – Per Site	63	$805.00	$50,715.00
Back Office- Per Site State of FL Contract Discount	63	$805.00	$0.00
Digital Menu Boards – Per Site	64	$175.00	$11,200.00
Annual Subscription Software Costs TOTAL 2024-2025 SY			**$61,915.00**

SERVICES

Training Cost

Description	Quantity	Unit Price	Total Price
Online Training- Per Hour	40	$195.00	$7800.00
Onsite Training – Per Day	7	$1,995.00	$13,965.00
		TOTAL	**$21,765.00**

YEAR 2 SUMMARY

Item Description	Extended Total
2024-2025 Software Cost (FOH and BOH) Includes State of FL contract discount for Back Office	$50,715.00
Software –Digital Menu Boards	$11,200.00
Services – Implementation and Training	$21,765.00
Grand Total- Year 2	**$83,680.00**

Optional Hosted Software Costs

PrimeroEdge Software	Quantity	Unit Price
SchoolCafé Digital Pre-ordering – Per Site	1	$265.00
SchoolCafé TV Menu Boards	1	$175.00
ChromeBox Configuration (district owned)	1	$50.00
Inspections – Per Site	1	$175.00
Bid Analysis – Per District	1	$895.00
Vending – Per Machine	1	$445.00

Optional Services Costs

Description	Quantity	Unit Price
Onsite Go Live – Per Day	1	$1,995.00
Onsite Training – Per Day	1	$1,995.00
Online Training – Per Hour	1	$195.00
Data Entry – Recipe and Menu Items	1	$2,995.00

AGENDA ITEM NO. 10.21

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval for the Southeast High School Speech Team Winners to Compete in a National Debate May 26, 2023 through May 29, 2023, in Louisville, Kentucky, No Financial Impact

Executive Summary
The National Speech & Debate Association was created in 1925 to provide recognition and support for students participating in speech and debate activities. The organization has evolved over the decades, the mission is more relevant today than ever before to connect, support, and inspire a diverse community committed to empowering students through competitive speech and debate. Schools all over the nation compete at this tournament every year.

Six students representing Manatee County will participate in Congressional debate, oratorical declamation, duo interpretation, and extemporaneous speaking. The experience the students will glean from a national debate will help them gain confidence to speak out on a variety of issues.

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

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval for the Southeast High School speech team winners to compete in a national debate May 26, 2023 through May 29, 2023, in Louisville, Kentucky, no financial impact.

Financial Impact
The entire trip is funded through Southeast High School Internal Speech and Debate account and at no cost to the District.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
Field Trip SEHS Speech Team 5.26-5.29.2023 Louisville, Kentucky

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 2/28/23 Field Trip Date: May 26 - 29 School: Southeast High
Date / Time of Departure from school: May 26th 7:00 am
Date / Departure time from field trip location: May 29th 1:00 pm
Arrival time back at school: May 29th
Field Trip Coordinator Cathy Strate
Trip Destination – Name: The Galt House Hotel
Address: 140 N. Fourth St. Louisville, Ky.
Phone: (502) 589. 5266 Website: www. NCFL. org
Brief Description/Educational Purpose of the Trip:
Students will be competing nationally in Congressional debate, oratorical declamation, duo interpretation, and extemporaneous speaking

Field Trip Type:
- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field TripHandbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: Southeast speech team # of Students: 6
# of Chaperones: 4

Type of Transportation:
____ School Bus (bus requisition 20 days prior to trip)
____ Special Needs Bus Is Required
____ District Vans/Cars
____ Walking
If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
____ Rental Vehicle
____ Educational Tour Group Name: _____ Contact Info: _____
✓ Other airline - have not booked tickets yet, waiting on approval

The following information must be included for non-District transportation providers:
Name of Transportation Provider: _____
Address of Transportation Provider: _____
Phone # Transportation Provider: _____
Year, Type, & Make of Vehicles: _____

Proof of personal automobile liability insurance copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs_____
Transportation Cost 1,600
Other Cost 200.00
Total cost of the trip $5,060

Internal Account# 43152
Admission Fee N/A
Cost per student $406-$506.66

How Trip is Funded:

_____ Discretionary
_✓_ Internal Accounts
_✓_ Students Pay

_____ District
_____ Other

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Cathy M. Strate
Signature of Field Trip Coordinator

February 28, 2023
Date

Principal Signature/Date

Cathy M. Strate
Signature of Sponsor/Date(Initial Approval of Request)

Signature Depart./Team Chair/Date

Final Principal Signature/Date
Dir.(H.S.)/Date(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities

Type "B" and "C" Signature Approvals Below

Willie Clark
Willie Clark (Mar 2, 2023 14:28 EST)

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Mar ... 2023 14:29 EST)

Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Expires 11/2027
School Management

AGENDA ITEM NO. 11.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Public Hearing for Consideration to Amend School Board Policies

Executive Summary
Public Hearing for the Board to hear public comments regarding the proposed amendments to the following School Board policies and answer questions related thereto.

Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks (Revised)

Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)
Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity (Revised)

Policy 1122.01/3122.01/4122.01 - Prohibition Against Disability Discrimination in Employment (Revised)

Policy 1362/3362/4362/5517 - Anti-Harassment (Revised)

Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff (Revised)

Policy 8100 - Interlocal Agreements (Revised)
Policy 9800 - Charter Schools (Revised)

Policy 8407 - Safe Schools Officers (Revised)

Policy 9142 - Educational Equity Policy (Revised)

On February 14, 2023, the Board approved of advertising a notice of Intent to amend School Board Policies and Setting a Public Hearing. On February 16, 2023 an advertisement appeared in the Bradenton Herald, which assures compliance with the provision of section 120.54 (3)(a) 1, Florida Statues (2021).

Policies will be electronically published, hyperlinked and keyword searchable.

The proposed policy amendments and new policies are attached and can also be viewed on the District's website at www.manateeschools.net.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
2023-2-14 Policies for March 28, 2023 Public Hearing

Proposed Amendments to School Board Policies for March 28, 2023 Public Hearing

Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks (Revised)

- The revisions to these policies are the result of various provisions in SB 2524 that address background screening and rescreening requirements for certain school district employees, vendors, contractors, and volunteers. Importantly, effective January 1, 2023, the new background screening and rescreening process requires that school districts conduct such screenings in accordance with F.S. 435.12 (i.e. the Care Provider Background Screening Clearinghouse).

Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)
Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity (Revised)

- HB 7 amended F.S. 760.10 (Unlawful Employment Practices) and F.S. 1000.05 (the Florida Educational Equity Act) by making it unlawful discrimination to subject students, employees, or any individual to any activity that espouses, promotes, advances, inculcates, or compels them to believe that certain concepts are discriminatory. The revisions to these policies incorporate the language from HB 7.

Policy 1122.01/3122.01/4122.01 – Prohibition Against Disability Discrimination in Employment (Revised)

- Revised Polices to reflect new Chief of Human Resources for the School District of Manatee County.

Policy 1362/3362/4362/5517 – Anti-Harassment (Revised)

- Revised Polices to reflect new Chief of Human Resources for the School District of Manatee County.

Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff (Revised)

- Revision made due to Rule 6A-1.0503, F.A.C.

Policy 8100 - Interlocal Agreements (Revised)
Policy 9800 - Charter Schools (Revised)

- SB 758 amended F.S. 1002.33 (Charter Schools) by prohibiting school boards from entering into any interlocal agreement that prevents or limits the creation of a charter school. SB 758 also provides that an interlocal agreement entered into by a school board for the development of only its own district schools, including provisions relating to the extension of infrastructure, may be used by charter schools.
- The revisions to Policy 9800 are also the result of HB 225, HB 899, SB 1048, and SB 2524, and impact the renewal/termination of charter schools, the application procedure, appeals of the proposed termination or nonrenewal of a charter, the timeframe to defer the opening of a charter school's operations, consolidation of multiple charters, virtual charter schools (including

references to the soon-to-be adopted Standard Virtual Charter Contract), attendance by charter school governing board members/members of a committee at meetings, charter school operations, distribution of a charter school's proportionate share of salary allocations, School of Hope facilities, and withholding of administrative fees.

Policy 8407 - Safe School Officers (Revised)

- Revisions made due to Rule 6A-1.0018 School Safety Requirements and Monitoring.

Policy 9142 – Educational Equity Policy (Revised)

- Revisions made due to change in Florida Statutes as a result of HB 7.

1121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all administrative positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check ~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as an administrator does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.~~ A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may ~~shall~~ not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.~~

~~Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an administrative staff member in order to comply with the law.~~

Furthermore, before employing an administrator in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).

Pursuant to State law, all administrators employed by the District must self-report arrests for serious offenses (see AP 1121.01).

~~Additionally, the fingerprints of all administrators who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. Employees for whom the last screening was conducted on or before June 30, 2019 must be rescreened by June 30, 2024;

B. Employees for whom the last screen was conducted between July 1, 2019 and June 30, 2021 must be rescreened by June 30, 2025; and

C. Employees for whom the last screening was conducted between July 1, 2021 and December 31, 2022 must be screened by June 30, 2026.

A person is not required to be rescreened before January 1, 2023 solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12(13)(a).

Furthermore, if information received as a result of the criminal history records check indicates that a certificated administrator has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct~~ by Certificated Employees.~~

Revised 2/13/18
Revised 5/24/22

F.S. 435.09
F.S. 435.12
F.S. 448.095
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.23
F.S. 1012.27
F.S. 1012.315
F.S. 1012.32
F.S. 1012.465
F.S. 1012.56
F.A.C. 6A-10.083
Federal Immigration Reform and Control Act of 1986
8 U.S.C. 1255a

© Neola 2023~~1~~

3121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check ~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as an administrator does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.~~ A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may ~~shall~~ not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.
~~Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.~~
~~Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an instructional staff member in order to comply with the law.~~

Furthermore, before employing instructional personnel in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

Pursuant to State law, all instructional staff members employed by the District must self-report arrests for serious offenses (see AP 3121.01).

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. **Employees for whom the last screening was conducted on or before June 30, 2019, must be rescreened by June 30, 2024;**

B. **Employees for whom the last screen was conducted between July 1, 2019, and June 30, 2021, must be rescreened by June 30, 2025; and,**

C. **Employees for whom the last screening was conducted between July 1, 2021, and December 31, 2022, must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023, solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12 (3)(a).

Furthermore, if information received as a result of the criminal history records check indicates that a certificated instructional staff member has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct ~~by Certificated Employees~~.

Revised 2/13/18
Revised 5/24/22

F.S. 435.09
F.S. 435.12
F.S. 448.095
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.10(5)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.23
F.S. 1012.27(6)
F.S. 1012.315
F.S. 1012.32
F.S. 1012.56
F.A.C. 6A-10.083
Federal Immigration Reform and Control Act of 1986
8 U.S.C 1255a

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4121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United State according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as a support staff member does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.~~

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may~~shall~~ not be employed, engaged to provide services, or serve in any position. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.~~

~~Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide service as a support staff member that has direct contact with students in order to comply with the law.~~

Furthermore, before employing ~~employment~~ support staff in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, and document the findings. If unable to contact (a) previous employer(s), the Superintendent shall document efforts to contact the employer**(F.S. 1012.27(6)**. **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

All support staff members employed by the District must self-report arrests for serious offenses (see AP 4121.01).

~~Additionally, the fingerprints of all support staff members who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. **Employees for whom the last screening was conducted on or before June 30, 2019, must be rescreened by June 30, 2024;**

B. **Employees for whom the last screen was conducted between July 1, 2019, and June 30, 2021, must be rescreened by June 30, 2025; and,**

C. **Employees for whom the last screening was conducted between July 1, 2021, and December 31, 2022, must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023, solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12 (3)(a).

F.S. 435.09
F.S. 435.12
F.S. 448.095
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.10(5)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.27(6)
F.S. 1012.315
F.S. 1012.32
F.S. 1012.465
F.S. 1012.56
F.A.C. 6A-10.083
Federal Immigration Reform and Control Act of 1986
8.U.S.C. 1255a

Revised 2/13/18
Revised 5/24/22

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1122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing and examination, subject individuals to training, instruction, or other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with

promptly in accordance with law. The Superintendent shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following person is designated as the Compliance Officer (CO):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint

procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

E. The Superintendent will render his/her decision within ten (10) days of the hearing.

F. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

G. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in

imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. **Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. **Retention of Public Records, Student Records, and Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Ac*t shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 2/13/18
Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction, or any other required activity that is prohibited under F.S. 760.10 and F.S.1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of

nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Tittle IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following person is designated as the Compliance Officer (CO):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not

a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.
The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. Training

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. Retention of Public Records, Student Records, and Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Ac*t shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of

nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following person is designated as the Compliance Officer (CO):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not

a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

E. The Superintendent will render his/her decision within ten (10) days of the hearing.

F. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

G. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. Training

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. Retention of Public Records, Student Records, and Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Ac*t shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 2/13/18
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Revised 11/9/21
Revised 4/12/22

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2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

I. **General Statement**

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship, and/or personal sense of self-worth. As such, the School Board will not discriminate nor tolerate harassment in its educational programs or activities 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, which are classes protected by State and/or Federal law (collectively "protected classes").

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

The Board also does not discriminate on the basis of protected classes in its employment policies and practices as they relate to students.

Equal educational opportunities shall be available to all students, without regard to the protected classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

In order to achieve the aforesaid goal, the Superintendent shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the protected classes, as well as sexual orientation or transgender identity, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc., toward the development of human society;

B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society pursuant to Board Policy 7510 - Use of District Facilities;

In accordance with Florida statute, the Board may establish and maintain a single-gender nonvocational class, extra-curricular activity, or school for elementary, middle, or high school students.

D. District Support

verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Assessment

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the protected classes, as well as sexual orientation or transgender identity.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

III. District Compliance Officer(s)

A. Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~

~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

C. Duties and Responsibilities

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act of 1992, the Florida Educational Equity Act, and/or their implementing regulations is provided to students, their parents, staff members, and the general public. A copy of each of the acts and regulations on which this notice is based may be found in the CO's office.

D. Students with Disabilities, Limited English Proficiency, or Other Needing Additional Services

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit procedures and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading, and writing, on an annual basis (see AP 2260F). The Superintendent is responsible for verifying that a concentration of students who are Limited English Proficient (LEP) in one or more programs is not the result of discrimination.

E. The Board is committed to educating (or providing for the education of) each qualified person with a disability with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

IV. Reports and Complaints of Unlawful Discrimination and Retaliation

Students and Board employees are required, and all other members of the School District community and Third Parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO at his/her first convenience and/or within two (2) business days.

Members of the School District community, which includes students or third parties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely

affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a protected class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community Third Party, or receive reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

V. Investigation and Complaint Procedure

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any student who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Atlanta Office of the OCR can be reached at 61 Forsyth Street, SW. - Suite 19T10, Atlanta, GA 30303-8927 Phone: (404) 974-9406 FAX; (404) 974-9471 Web: http://www.ed.gov/ocr.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student alleges unlawful

discrimination/retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

Students who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

B. As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

C. A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the COs.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one (1) or more of the following:

1. Advising the Complainant about how to communicate concerns to the Respondent.

2. Distributing a copy of Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or student records policy. (See Policy 8310)

D. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District official at the student's school, the CO, Superintendent, or another District official who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District official at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent a detailed description of the facts upon which the complaint is based (i.e., when where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult Complainant to assess whether the individual agrees with the proposed action. If the complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the complainant has been subjected to unlawful discrimination/retaliation. A Principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

1. interviews with the complainant;

2. interviews with the respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other information presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

All records created as a part of an investigation of a complaint of discrimination/retaliation will be

maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Florida's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

X. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation,

including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination, ~~or~~ harassment, or retaliation; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 10/23/18
Revised 8/13/19
Revised 11/9/21
Revised 4/12/22

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1122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~

~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Revised 2/13/18
Revised 4/12/22

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3122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):~~

~~Schools and Educational Facilities~~
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The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

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Revised 2/13/18
Revised 4/12/22

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4122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

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"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

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~~Title IX Coordinator~~
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~~Bradenton, Florida 32403~~
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The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Technical Change 10/5/20

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1362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and/ or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the

Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the

resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and

remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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3362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and/or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer is assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate

a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the

identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and

remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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4362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of these individuals will be published annually in the Staff handbooks and/or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

E. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate

a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the

identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and

remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Revised 11/9/21
Revised 4/12/22

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5517 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Physical and/or sexual assault.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. Pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to

another.

12. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

13. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

D. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose

or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as Third Parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community, which includes students, or Third Parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise,

the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

A. Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators"; hereinafter referred to as the "COs").~~

~~The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information for these individuals will be published annually in the staff handbooks and/or on the School District's website.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct or to intercede informally on behalf of the student.

C. Duties and Responsibilities

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if under the age of eighteen (18), within two (2) business days to advise them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All

members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community or Third Parties who believe that they have been unlawfully harassed or retaliated against, may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and Third Parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District official who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral

interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant and/or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Within two (2) days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. The principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether Respondent engaged in unlawful harassment/retaliation of the Complainant. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5)) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed, however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment, in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and

electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

D. any written documentation of actions taken by District personnel;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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3120.04 - EMPLOYMENT OF SUBSTITUTE AND PART-TIME INSTRUCTIONAL STAFF

When it becomes necessary to employ instructional personnel on a temporary basis, such employment is on a limited-time basis for the purpose of filling a vacancy for which a regular employee cannot be found, or to perform some task of a temporary nature. This employment shall end at the close of the school term, at the end of the fiscal year, or at the time when the temporary task is completed.

A. Substitute Teachers

The School Board authorizes the employment of State and District certificated substitute teachers pursuant to Florida law. The employment of substitute teachers shall be in accordance with a planned program developed by the District.

Each school principal is authorized to employ a substitute teacher when an instructional staff member is unable to perform assigned duties. The principal shall obtain substitute teachers from the approved list published by the Personnel Office.

In the absence of a regular teacher, a substitute teacher shall be employed under the following conditions:

1. All substitute teachers shall observe the same hours and perform the same duties as regular teachers.

2. Each substitute teacher shall conduct classes according to lesson plans and schedules prepared by the teacher who is absent.

3. The principal shall determine whether substitutes will be responsible for the extra-curricular duties assigned to the regular teacher. Each substitute shall leave for the returning teacher a summary of the work covered and work assigned to students.

4. Compensation of substitute teachers shall be established by the Board.

5. Each substitute teacher shall file a complete set of fingerprints as required in Policy 3121.01 - Employment History and Criminal Background Checks.

6. A school may issue a substitute performance report requesting removal of a substitute from service to the school. Three (3) substitute performance reports during the school year, or ten (10) reports total, will result in termination of the substitute. Additionally, the District may remove a substitute teacher from its approved list of substitute teachers with or without cause. The substitute teacher removed from the approved list shall not have no further recourse against the District unless removal from the approved list is in violation of State or Federal law.

Upon request from an early learning coalition serving students in Manatee County, the District will make available to the coalition a list of persons eligible to act as a substitute teacher in this District.

B. Long-Term Substitute Teachers

In the absence of a regular teacher, a long-term substitute teacher shall be employed when it is known or determined that the regular teacher will be absent for more than thirty (30) consecutive work days or for the remainder of the school year. Long term substitutes working in Title I schools must be compliant with qualifications in current Federal laws.

Substitutes may also serve as long term substitutes where position vacancies exist during which time a school will continue to search by posting the vacant position for a regular employee.

If the long-term substitute is assigned as the primary instructor as defined per Rule 6A-1.0503, F.A.C, the substitute is required to hold the required certification for the course to which they are assigned even if their job code is substitute.

C. Part-Time Instructional Staff

The Superintendent is authorized to employ temporary or part-time personnel as needed to teach less than a full school day or less than a full school year.

Part-time positions for summer programs are handled according to summer program procedures. Other District programs such as after school and migrant tutoring may employ part-time instructors providing they hold appropriate certification.

Employees in bargaining units should refer to the current collective bargaining agreement for additional provisions regarding part-time positions for summer programs.

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8100 - **INTERLOCAL AGREEMENTS**

The School Board may enter into interlocal agreements for such matters as, but not limited to, the transportation of students, for building rental, for maintenance and upkeep of school plants, for the use of school buses for public purposes, including, but not limited to providing for the needs of the transportation disadvantaged, and for other public purposes. The interlocal agreement may provide for reimbursement to the District in full or in part the proportionate share of the fixed and operating costs incurred.

The public agency receiving services from the Board shall indemnify and hold harmless the Board from any and all liability.

The District is prohibited from entering into any interlocal agreement that prohibits or limits the creation of a charter school. An interlocal agreement entered into by the District for the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

DEVELOPMENT REVIEW AND SCHOOL CONCURRENCY

POLICY

The School District's policy is to plan for adequate public school facilities and to require that schools are available at the adopted level-of-service standards concurrent with development's impacts.

F.S. 163.01
F.S. 1002.3301
F.S. 1003.02
F.S .1006.261

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9800 - **CHARTER SCHOOLS**

F.S. 1002.33 gives the School Board oversight responsibility for all charter schools situated within Manatee County. The Board, referred to as the "sponsor" or "District", designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the sponsor as required by law and/or specified through a contract with the sponsor.

If approved, the initial charter shall be for a term of five (5) years, excluding up to three (3) planning years. The sponsor may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen year (15-year) charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator with the focus on three (3) areas of charter school operations: academic accountability, fiscal management, and governance. The Board, as the sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter only if the Board expressly finds that one (1) of the following grounds exists by clear and convincing evidence:

A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;

B. fails to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.;

C. materially violates the law.~~;~~

D. ~~materially breaches the charter, as described in State law;~~

E. immediate and serious danger to the health, safety, or welfare of the charter school's students; and/or

F. ~~for other good cause shown.~~

Application Procedure

Potential applicants should send letters notifying the sponsor of their intent to submit an application to open a public charter school no later than July 1st. Such correspondence should be directed to the Department of District Support. Failing to send the letter of intent will in no way negatively impact the application.

Final Charter School Application

~~Final applications for a public charter school that are to be opened at the beginning of the sponsor's next school year, or to be opened at a time agreed to by the applicant and the sponsor, will be accepted no later than the close of business, on the submission deadline of February 1st, or before. If the submission deadline falls on a non-business day, the deadline shall be postponed to the same time on the next business day. Applications may be mailed or hand-delivered but receipt by the sponsor must be on or before the deadline.Beginning in 2018 and thereafter, the District shall receive and consider applications received on or before the close of business on February 1st of each calendar year for charter schools to be opened eighteen (18) months later at the beginning of the District's school year, or to be opened at a time determined by the applicant. The District will not accept applications received later than February 1st.~~

The District shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. **In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to** the Charter School Department electronically and by paper copies.

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

The following pertains to the submission of a final application:

A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the Director of District Support for assistance prior to completion of an application.

B. Charter school applicants must participate in training provided by the ~~Florida Department of Education (~~FLDOE~~)~~ after approval of an application but at least thirty (30) calendar days before the first day of classes at the charter school, unless they have participated in qualified training provided by the District.

C. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.

D. Applicants must submit an application on the FLDOE's Model Florida Charter School Application template and forms according to the District's requirements.

E. The sponsor shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.

F. The applicant and sponsor may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.

Applications shall be submitted to:

The School Board of Manatee County
2501 63rd Street Avenue East
Bradenton, Florida 34203

The sponsor shall review all applications using an evaluation instrument developed by the FLDOE.

Application Contents

A. **State Application Form**

Applications must be submitted using the Model Charter School Application form developed and distributed by the FLDOE.

B. **Statement of Assurances**

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Model Charter School Application developed and distributed by the FLDOE.

Final Application Evaluation Process

A. The sponsor shall receive and review all final applications using the Florida Chater School Application Evaluation Instrument developed by the FLDOE.

B. The sponsor shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the sponsor shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.

C. The Board shall deny any final application that does not comply with the statutory requirements and/or the Board's instructions for charter school applications.

D. The Board will review only one (1) final application as per Florida statute. The Board shall not review multiple "final" applications during an application cycle.

E. Additional Information

1. The sponsor may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.

2. The sponsor may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.

3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

F. If an application is approved by the Board, the applicant is required to revise any sections of the application that do not meet the standard(s) identified in the evaluation. Any revisions must be approved by the sponsor prior to Board approval of the contract.

G. Charter Review Team

The purpose of this team is to evaluate the quality of the written application, the capacity of the group to properly implement the proposed plan, and make a recommendation to the Superintendent for the approval or denial of each application.

The Charter Review Team shall be comprised of members of the Superintendent's Senior Leadership Team or their appropriate designees and other administrators from the following areas of expertise:

1. District Operational Services;

2. District Instructional Services;

3. District Support;

4. Curriculum and Instruction;

5. Facilities;

6. Financial Operations;
7. Human Resources;
8. Exceptional Student Education;
9. Federal Programs and Grants;
10. Transportation;
11. Food Service;
12. other appropriate departments.

By majority vote, the Charter Review Team shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) calendar days after the application is received, unless the applicant and the sponsor mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

If an application is denied, the sponsor shall, within ten (10) calendar days after such denial, articulate in writing the specific reasons, based upon good cause, supporting the denial of the charter application and shall provide the letter of denial and supporting documentation to the applicant and to the FLDOE.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation may be denied by the Board only if the sponsor demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny a Final Application

Pursuant to State law, an applicant may, no later than thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The applicant shall notify the sponsor of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approve or deny the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school, or high-performing charter school system, the sponsor shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department of Education. The applicant may appeal the Board's denial of the final application directly to the State Board of Education pursuant to F.S. 1002.33. **If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b.**

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

Appeal of a Proposed Termination or Nonrenewal of a Charter

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at ~~At~~ least ninety (90) days before the end of the local year ~~renewing, nonrenewing, or terminating a charter,~~ the sponsor shall notify the charter school's governing board in writing of its proposed action to renew, terminate, or not renew the charter. **A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year.** The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances demonstrating ~~indicating~~ that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists**, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary**. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school's governing board, the charter school principal, and FLDOE of the facts and circumstances supporting the immediate termination ~~if a charter is terminated immediately~~. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable ~~when appropriate~~. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request. ~~The sponsor shall assume operation of the charter school throughout the pendency of the hearing unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students.~~ **The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.**

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than $10,000 per expenditure without prior written approval from the sponsor unless such expenditure was included within the annual budget submitted to the sponsor pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the sponsor.

A violation of this section triggers a reversion or clawback power by the sponsor allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Charter Review Team to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the Charter Review Team, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Charter Contract or the Florida Standard Charter Renewal contract (F.A.C. 6A-6.0786 Form) as prescribed by the FLDOE.

A. Initial Charter Contract

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.

2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:

    a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.

    b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:

        1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;

        2. executed lease or certification of occupancy; and/or

        3. use or occupational license indicating proper use.

    All facilities must meet the requirements set forth in F.S. 1002.33 and comply with all Florida building codes.

B. Charter Contract Negotiations

The sponsor shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The FLDOE shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. **If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings.** If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may also be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter

schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party.

C. Request to Extend Negotiations/School Opening

1. The applicant and sponsor may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to the District Support Department by an authorized agent of the charter school, detailing the reason for the requested extension.

2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.

3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.

4. Unless extended pursuant to this policy, an approved applicant shall open its charter school eighteen (18) months later at the beginning of the District's school year following the approval of the charter school application. At the written request of the applicant and at the sponsor's sole discretion, the sponsor may allow an applicant with an approved charter school application to defer the opening of its charter school for up to three (3) school years following the opening date specified in the approved charter school application. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.

5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:

    a. on the first day of school of the initial school year indicated in the contract; or

    b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

1. A charter may be modified during its ~~initial term or any renewal~~ term upon the recommendation of the sponsor or the charter school's governing board and the approval of both parties to the agreement. **Changes to the curriculum which are consistent with State standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with State standards.** All modifications must be mutual and in writing. Unilateral modifications made by the charter school may be the grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. **A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.**

2. Modifications may be considered by the sponsor for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.

3. All contract amendment requests shall be submitted in writing to the District Support Department by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.

4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).

5. Requirements for Amendment Requests

a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the sponsor of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of ~~grade level~~ expansion shall include any improvements to an existing facility in which ~~a majority of~~ the students of the high-performing charter school will enroll. If a high-performing charter school notifies the sponsor of its intent to expand, the sponsor shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The sponsor may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing.

b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
    a. description of location, including identification as permanent or temporary

       If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

    b. effective date of the relocation
    c. evidence that financial implications, feasibility, and student access issues have been addressed
    d. evidence of parental support for the new facility
    e. evidence of the school's property interest in the facility (owner or lessee)
    f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the sponsor to agree to an increase in the number of facilities, campuses, and/or locations associated with a charter school's operations.
3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
4. If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included

in the request, in addition to the information and documentation described in paragraphs a and b above.

5. No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to the sponsor no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the sponsor in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The sponsor shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract or standard virtual charter contract.

Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the sponsor no later than fifteen (15) calendar days before the first day of school.

School Governance/Management

A. Charter schools shall organize or be operated by a not for profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

   As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents, and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the

District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website.

The charter school's governing board will consist of at least three (3) voting members, or the number and composition based on the approved charter application. At least one (1) of the voting members will be elected by the parents in an open parent meeting at the school. There will be at least one (1) non-voting teacher representative to the governing board who shall be elected by the teachers at the beginning of each school year.

The charter school's governing board shall meet at least twice per year (F.S. 1002.33(9)(p)(3)). The meetings must be noticed pursuant and compliant with Florida Sunshine Law, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. To the extent feasible, the school's governing board shall consist of members that reflect the diversity of the student population served.

2. Governing board members must:

    a. notify the sponsor of changes in membership in writing within five (5) business days of the change; and

    b. successfully fulfill a level 2 background check by the sponsor, as specified by law upon appointment to the governing board. The background check includes fingerprinting.

Costs of background screening shall be borne by the charter school or the charter school employee.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school regarding curriculum, financial management, and internal controls.

4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.

5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:

    a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.

    b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

    Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

    a. The sponsor and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.

    b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds

for the position that such article and section is in dispute. The matter shall be immediately submitted to the sponsor and the charter school's director for further consideration and discussion to attempt to resolve the dispute.

c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.

d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)
   a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter school contract.

   b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.

   c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.

   d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.

   e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the sponsor for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the sponsor at least ten (10) days before any payment is made to any of the entities.

2. Any proposed amendments to the contract with the management company shall be submitted to the sponsor for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company nor "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

A. The sponsor may ~~shall~~ not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law. **The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.**

B. The sponsor may document, in writing, any discrepancies or deficiencies--whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate sponsor staff.

C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The sponsor, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The sponsor may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.

D. The charter school's calendar will be consistent with the beginning of the sponsor's calendar for the first school year **or at a time determined by the charter school governing board. The charter school** ~~and~~ must provide instruction for at least the ~~the minimum~~ number of days and minutes ~~and minutes~~ required by law for other public schools and may provide instruction for additional days. Should the charter school elect to provide a summer program, additional school days, or year-round school, the charter school shall notify the sponsor, in writing, each year to ensure appropriate record keeping.

E. Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies

1. Only the Board may expel a student.

2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the sponsor. The charter school shall provide the sponsor with a copy of an approved alternate student code of conduct annually if the school is not following the sponsor's Student Code of Conduct. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.

3. Any student/parent handbooks and parent contracts shall also be submitted to the sponsor for approval prior to implementation. Any amendments must be approved by the sponsor, prior to implementation. Evidence of governing board approval is required for amendments.

4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.

5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.

6. The Board shall not apply its policies to a charter school unless mutually agreed to by both the sponsor and the charter school. If the Board subsequently amends any agreed-upon Board policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon by the charter school.

F. Charter School Student Transfers

The process for student transfers will follow Board policies and procedures.

G. Food Service and Transportation

Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.

H. Facility Leases

1. If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sub-lessor shall be submitted to the sponsor for review and approval.

2. Any amendments to the lease shall be submitted to the sponsor for review prior to execution, by the charter school.

3. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by the charter contract.

4. Any default or breach of the terms of the charter contract by the lessor/sub-lessor may constitute a default or breach of the charter contract by the charter school.

I. Academic Accountability

1. The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent or his/her designee(s) shall have access to the charter schools at all times.

2. The sponsor shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.

    a. In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before

the sponsor to present information concerning each contract component having noted deficiencies and shall prepare and submit to the sponsor for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the sponsor.

b. If a charter school earns three (3) consecutive grades of "D", two (2) consecutive grades of below a "C", the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of below a "C". If the charter school does not improve by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a "C", it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.

c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the sponsor shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the sponsor. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

   The notification shall include the following:

   1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the sponsor. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the sponsor's notification is received by the charter school.

   2. The date by which the charter school must submit its proposed School Improvement Plan to the sponsor for review by staff, which shall be no earlier than thirty (30) calendar after notification.

   3. Whether the charter school is required to select a corrective action.

d. The sponsor shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.

   1. The sponsor may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the sponsor shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.

   2. Either the charter school or the sponsor may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan. Mediation will be before the American Arbitration Association of any other mutually agreed arbitrator. Each party will bear their own costs and expenses.

e. As required by State law, the sponsor will review the School Improvement Plan annually to monitor the charter school's continued improvement.

   1. The director and a representative of the governing board of the charter school shall appear before the sponsor at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.

   2. At the meeting, the sponsor will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.

3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the sponsor. The sponsor shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the sponsor to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.

f. The Board shall terminate the charter if the charter school earns two (2) consecutive grades of "F", unless one of the exceptions set forth in State law is applicable.

g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.

3. The charter school may make annual progress reports to the sponsor at the request of the Board.

4. Exceptional Student Education (ESE)
   a. The sponsor is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.

   b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the sponsor agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.

   c. The sponsor shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.

   d. With respect to the provisions of special education and related services:

      1. The sponsor shall be responsible for conducting initial evaluations of students referred for potential special education and gifted placement in accordance with Federal and State statutes.

      2. The charter school shall deliver all educational and related services indicated on a student's IEP, Section 504 Plan, or EP. The sponsor may provide related services through a separate contract between the charter school and the Board. The charter school shall also be responsible for all reevaluations.

      3. The sponsor shall appoint an "ESE Staffing Specialist" who may, at the sponsor's discretion, attend all IEP meetings and meetings related to the provision of special education and related services to charter school students. The charter school must provide notice to the ESE Staffing Specialist of all such meetings. The ESE Staffing Specialist shall serve as the LEA representative at all meetings.

      4. The charter shall further set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.

   e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.

5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal

requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the identification, assessment, and education of ELL students.

6. The Board may, in accordance with State law, require all charter schools to submit to the sponsor a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

J. Financial Accountability

1. In order to provide comparable financial information to that reported for other public schools, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools*. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the State-required formats for inclusion in the Board's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format by an independent CPA firm.

   At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to the requirement set forth in the paragraph above.

   High-performing charter schools are required to submit financial statements in accordance with and within the timeframes stated in F.S. 1002.33.

2. Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.

3. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the sponsor annually.

4. Payments to charter schools by the Board
   a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b). The payment shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17). Payments will be made in accordance with existing charter school contracts that predate this policy, State statutes are controlling. **If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportiate share of the allocation.**

   b. Capital Outlay Payments – The sponsor shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process.

   c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

      Unless otherwise mutually agreed to by the charter school and the sponsor, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the sponsor for the benefit of the charter school, the

charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the sponsor at least thirty (30) days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the sponsor for approval of the use of the funds in accordance with applicable Federal requirements. The sponsor has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.

5. Financial Reports: Charter schools shall provide the sponsor with a concise, uniform, monthly financial statement pursuant to F.S. 1002.33(9)(g). A high-performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statements. Charter schools shall maintain and provide financial accountability information as required in this section.

6. Annual Financial Statements
   a. Unaudited June 30th year-end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.

   b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State, and Board regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant selected by the governing board of the charter school, and shall be delivered to the sponsor in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the sponsor of the name, address, and phone number of the auditor engaged to perform the year end audit.

      1. Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

      2. Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

         a. a provision specifying the services to be provided and fees or other compensation for such services

         b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract

         c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed

c. Failure to comply with the timely submission of all financial statements in the required format specified by the sponsor, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

7. Capital Outlay Funding

Pursuant to F.S. 1013.62(4), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(3), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board.

8. Review and Audit

a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the sponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).

b. The Board shall notify the governing board and the Department of Education within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.

c. The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.

d. Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.

2. Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after

being notified by the Commissioner of Education that a financial recovery plan is needed.

3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.

4. The Board may require periodic appearances of governing board members and charter school representative.

c. Finance and the District Support Department shall collaborate to review and monitor financial statements, corrective action plans, and financial recovery plan(s) submitted by the charter school(s). The sponsor shall report progress and when applicable, make recommendations. At least one (1) representative of the charter school shall be available to answer questions.

Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

9. Grants

a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract. The sponsor will withhold indirect costs at the approved rate or if applicable, a reduced rate, unless indirect costs are not allowed in the grant.

b. The sponsor shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.

c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The sponsor may review these records, upon reasonable notice.

10. Health, Safety, and Welfare of Staff and Students

Each charter school is required to have an emergency plan that covers weather emergencies, lockdowns, fire, etc.

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., "crisis event"), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the sponsor and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be

delivered to the Board and to the county, municipality, or independent special fire control district providing fire protection services immediately.

K. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; the name and contact information for the representative who facilitates parent involvement; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

L. Resolution of Student Health, Safety, or Welfare Complaints

In the event a parent of a student in a District charter school is unable to resolve a student health, safety, or welfare complaint under F.S. 1001.42(8)(c) with the charter school's principal or designee, the following procedures shall be utilized to resolve the dispute:

The the School District of Manatee County General Counsel shall be responsible for responding to inquiries from the FLDOE regarding a request for an appointment of a Special Magistrate for charter school student complaints.

Within five (5) days of receipt of notice that a parent has requested the appointment of a Special Magistrate pursuant to F.A.C. 6A-6.0791, the District will provide to the FLDOE a statement addressing whether any of the grounds for dismissal as described in F.A.C. 6A-6.0791(7)(b) apply to the parental request for appointment of a Special Magistrate.

Additionally, the District will expeditiously contract for payment of a Special Magistrate appointed by the Commissioner of Education and notify the FLDOE within no more than twenty (20) days after receiving notice of the appointment of a Special Magistrate that an agreement has been reached for payment with the appointed Special Magistrate.

All costs incurred by the District for revising and responding to a parent complaint under this section is a service provided by the District to the charter school. The charter school shall be responsible for the District's actual costs unless a different amount is mutually agreed to by the District and charter school in a contract negotiated separately from the charter.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

A. number of ~~final~~ applications received during the school year and up to ~~on or before~~ February 1st and each applicant's contact information;

B. date each application was approved, denied, or withdrawn; and

C. date each final contract was executed.

Each year, by November 1, ~~Beginning August 31, 2013~~ the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

Facilities

No later than January 1st, the FL DOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FL DOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). **Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.**

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

A. Up to five percent (5%) for the following:

    1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);

    2. enrollment of up to and including 500 students within a charter school system which meets all of the following:

        a. includes conversion charter schools and nonconversion charter schools;

        b. has all of its schools located in the same county;

        c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;

        d. has the same governing board for all of its schools; or

        e. does not contract with a for-profit service provider for management of school operations;

    3. enrollment of up to and including 250 students in a virtual charter school: and,

4. **Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).**

B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. **The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.**

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximum the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

If there is any conflict with this policy, F.S. 1002.33 et. seq. and other regulatory statutes are prevailing. Existing charter school contracts that predate this policy remain in full force and effect absent a controlling Federal or State statute.

Charter School Responsibilities and Adherence to Florida Statutes

Section 8. Paragraph (b) of subsection (16) of section 1002.33, Florida Statutes, is amended to read:
1002.33 Charter schools.— (16) EXEMPTION FROM STATUTES.—
(b) Additionally, a charter school shall be in compliance with the following statutes:
1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level.
4. Section 1012.22(1)(c), relating to compensation and salary schedules.

5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.
7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.
8. Section 1006.12, relating to safe-school officers.
9. Section 1006.07(7), relating to threat assessment teams.
10. Section 1006.07(9), relating to School Environmental Safety Incident Reporting.
11. Section 1006.1493, relating to the Florida Safe Schools Assessment Tool.
12. Section 1006.07(6)(c), relating to adopting an active assailant response plan.
13. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool.
14. Section 1012.584, relating to youth mental health awareness and assistance training.

Revised 10/23/18
Revised 8/11/20

F.S. 39.203
F.S. Chapter 120
F.S. 218.39
F.S. 218.391
F.S. 218.503
F.S. 286.23
F.S. 768.095
F.S. 1001.10
F.S. 1001.41
F.S. 1002.31
F.S. 1002.33
F.S. 1002.3301
F.S. 1002.345
F.S. 1008.31
F.S. 1008.34
F.S. 1011.60
F.S. 1012.01
F.S. 1012.315
F.S. 1012.32
F.S. 1013.12
F.A.C. 6A-1.0081
F.A.C. 6A-1.099827
F.A.C. 6A-2.0020
F.A.C. 6A-6.0781
F.A.C. 6A-6.0784
F.A.C. 6A-6.0786
F.A.C. 6A-6.07862
F.A.C. 6A-6.0787
F.A.C. 6A-6.0791

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8407 - SAFE-SCHOOL OFFICERS

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more safe-school officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians (The Coach Aaron Feis Guardian Program)

The Board utilizes school guardians pursuant to The Coach Aaron Feis Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

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

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9142 - **Educational Non Discrimination Policy** – Revised DRAFT

The School District of Manatee County (District) supports equal access to education for all stakeholders: students, families, and staff within the school district community regardless of race, ethnicity, national origin, gender, disability, religion, or marital status except as authorized by law.

Discrimination on the basis of race, ethnicity, national origin, gender, disability, religion, or marital status against a student or an employee in the state system of public education is prohibited. No person shall, on the basis of race, ethnicity, national origin, gender, disability, religion, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any public education program or activity, or in any employment conditions or practices within the District except as authorized by law.

The District shall develop and implement methods and strategies to increase the participation of students of a particular race, ethnicity, national origin, gender, or disability status in programs and courses in which students of that particular race, ethnicity, national origin, gender, or disability status have been traditionally underrepresented, including, but not limited to, mathematics, science, computer technology, electronics, communications technology, engineering, and career education.

AGENDA ITEM NO. 11.2

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Amend School Board Policies

Executive Summary
The purpose of the requested amendments is to update the following School Board Policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks (Revised)

Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)
Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity (Revised)

Policy 1122.01/3122.01/4122.01 - Prohibition Against Disability Discrimination in Employment (Revised)

Policy 1362/3362/4362/5517 - Anti-Harassment (Revised)

Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff (Revised)

Policy 8100 - Interlocal Agreements (Revised)
Policy 9800 - Charter Schools (Revised)

Policy 8407 - Safe Schools Officers (Revised)

Policy 9142 - Educational Equity Policy (Revised)

On February 14, 2023, the Board approved of advertising a notice of Intent to amend School Board Policies and Setting a Public Hearing. On February 16, 2023 an advertisement appeared in the Bradenton Herald, which assures compliance with the provision of section 120.54 (3)(a) 1, Florida Statues (2021).

Policies will be electronically published, hyperlinked and keyword searchable.

The proposed policy amendments and new policies are attached and can also be viewed on the District's website at www.manateeschools.net.

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

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

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

Recommendation
The Superintendent recommends approval to amend School Board Policies.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
2023-2-14 Policies for March 28, 2023 Public Hearing

Proposed Amendments to School Board Policies for March 28, 2023 Public Hearing

Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks (Revised)

- The revisions to these policies are the result of various provisions in SB 2524 that address background screening and rescreening requirements for certain school district employees, vendors, contractors, and volunteers. Importantly, effective January 1, 2023, the new background screening and rescreening process requires that school districts conduct such screenings in accordance with F.S. 435.12 (i.e. the Care Provider Background Screening Clearinghouse).

Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)
Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity (Revised)

- HB 7 amended F.S. 760.10 (Unlawful Employment Practices) and F.S. 1000.05 (the Florida Educational Equity Act) by making it unlawful discrimination to subject students, employees, or any individual to any activity that espouses, promotes, advances, inculcates, or compels them to believe that certain concepts are discriminatory. The revisions to these policies incorporate the language from HB 7.

Policy 1122.01/3122.01/4122.01 – Prohibition Against Disability Discrimination in Employment (Revised)

- Revised Polices to reflect new Chief of Human Resources for the School District of Manatee County.

Policy 1362/3362/4362/5517 – Anti-Harassment (Revised)

- Revised Polices to reflect new Chief of Human Resources for the School District of Manatee County.

Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff (Revised)

- Revision made due to Rule 6A-1.0503, F.A.C.

Policy 8100 - Interlocal Agreements (Revised)
Policy 9800 - Charter Schools (Revised)

- SB 758 amended F.S. 1002.33 (Charter Schools) by prohibiting school boards from entering into any interlocal agreement that prevents or limits the creation of a charter school. SB 758 also provides that an interlocal agreement entered into by a school board for the development of only its own district schools, including provisions relating to the extension of infrastructure, may be used by charter schools.
- The revisions to Policy 9800 are also the result of HB 225, HB 899, SB 1048, and SB 2524, and impact the renewal/termination of charter schools, the application procedure, appeals of the proposed termination or nonrenewal of a charter, the timeframe to defer the opening of a charter school's operations, consolidation of multiple charters, virtual charter schools (including

references to the soon-to-be adopted Standard Virtual Charter Contract), attendance by charter school governing board members/members of a committee at meetings, charter school operations, distribution of a charter school's proportionate share of salary allocations, School of Hope facilities, and withholding of administrative fees.

Policy 8407 - Safe School Officers (Revised)

- Revisions made due to Rule 6A-1.0018 School Safety Requirements and Monitoring.

Policy 9142 – Educational Equity Policy (Revised)

- Revisions made due to change in Florida Statutes as a result of HB 7.

1121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all administrative positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check ~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as an administrator does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.~~ A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may ~~shall~~ not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.~~

~~Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an administrative staff member in order to comply with the law.~~

Furthermore, before employing an administrator in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).

Pursuant to State law, all administrators employed by the District must self-report arrests for serious offenses (see AP 1121.01).

~~Additionally, the fingerprints of all administrators who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. Employees for whom the last screening was conducted on or before June 30, 2019 must be rescreened by June 30, 2024;

B. Employees for whom the last screen was conducted between July 1, 2019 and June 30, 2021 must be rescreened by June 30, 2025; and

C. Employees for whom the last screening was conducted between July 1, 2021 and December 31, 2022 must be screened by June 30, 2026.

A person is not required to be rescreened before January 1, 2023 solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12(13)(a).

Furthermore, if information received as a result of the criminal history records check indicates that a certificated administrator has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct~~ by Certificated Employees.~~

Revised 2/13/18
Revised 5/24/22

F.S. 435.09
F.S. 435.12
F.S. 448.095
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.23
F.S. 1012.27
F.S. 1012.315
F.S. 1012.32
F.S. 1012.465
F.S. 1012.56
F.A.C. 6A-10.083
Federal Immigration Reform and Control Act of 1986
8 U.S.C. 1255a

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3121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check ~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as an administrator does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.~~ A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may ~~shall~~ not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.
~~Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.~~
~~Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an instructional staff member in order to comply with the law.~~

Furthermore, before employing instructional personnel in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

Pursuant to State law, all instructional staff members employed by the District must self-report arrests for serious offenses (see AP 3121.01).

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. **Employees for whom the last screening was conducted on or before June 30, 2019, must be rescreened by June 30, 2024;**

B. **Employees for whom the last screen was conducted between July 1, 2019, and June 30, 2021, must be rescreened by June 30, 2025; and,**

C. **Employees for whom the last screening was conducted between July 1, 2021, and December 31, 2022, must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023, solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12 (3)(a).

Furthermore, if information received as a result of the criminal history records check indicates that a certificated instructional staff member has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct ~~by Certificated Employees~~.

Revised 2/13/18
Revised 5/24/22

F.S. 435.09
F.S. 435.12
F.S. 448.095
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.10(5)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.23
F.S. 1012.27(6)
F.S. 1012.315
F.S. 1012.32
F.S. 1012.56
F.A.C. 6A-10.083
Federal Immigration Reform and Control Act of 1986
8 U.S.C 1255a

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4121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United State according to Federal and State law.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as a support staff member does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.~~

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may~~shall~~ not be employed, engaged to provide services, or serve in any position. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.~~

~~Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide service as a support staff member that has direct contact with students in order to comply with the law.~~

Furthermore, before employing ~~employment~~ support staff in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, and document the findings. If unable to contact (a) previous employer(s), the Superintendent shall document efforts to contact the employer**(F.S. 1012.27(6)**. **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

All support staff members employed by the District must self-report arrests for serious offenses (see AP 4121.01).

~~Additionally, the fingerprints of all support staff members who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

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B. **Employees for whom the last screen was conducted between July 1, 2019, and June 30, 2021, must be rescreened by June 30, 2025; and,**

C. **Employees for whom the last screening was conducted between July 1, 2021, and December 31, 2022, must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023, solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12 (3)(a).

F.S. 435.09
F.S. 435.12
F.S. 448.095
F.S. 943.0435
F.S. 943.0585(4)(a)
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F.S. 1012.315
F.S. 1012.32
F.S. 1012.465
F.S. 1012.56
F.A.C. 6A-10.083
Federal Immigration Reform and Control Act of 1986
8.U.S.C. 1255a

Revised 2/13/18
Revised 5/24/22

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1122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing and examination, subject individuals to training, instruction, or other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with

promptly in accordance with law. The Superintendent shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following person is designated as the Compliance Officer (CO):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint

procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

E. The Superintendent will render his/her decision within ten (10) days of the hearing.

F. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

G. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in

imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. **Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. **Retention of Public Records, Student Records, and Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Ac*t shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 2/13/18
Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction, or any other required activity that is prohibited under F.S. 760.10 and F.S.1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of

nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Tittle IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following person is designated as the Compliance Officer (CO):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

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In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not

a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.
The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. Training

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. Retention of Public Records, Student Records, and Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Ac*t shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of

nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following person is designated as the Compliance Officer (CO):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not

a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

E. The Superintendent will render his/her decision within ten (10) days of the hearing.

F. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

G. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. Training

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. Retention of Public Records, Student Records, and Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Act* shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 2/13/18
Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

I. **General Statement**

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship, and/or personal sense of self-worth. As such, the School Board will not discriminate nor tolerate harassment in its educational programs or activities 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, which are classes protected by State and/or Federal law (collectively "protected classes").

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

The Board also does not discriminate on the basis of protected classes in its employment policies and practices as they relate to students.

Equal educational opportunities shall be available to all students, without regard to the protected classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

In order to achieve the aforesaid goal, the Superintendent shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the protected classes, as well as sexual orientation or transgender identity, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc., toward the development of human society;

B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society pursuant to Board Policy 7510 - Use of District Facilities;

In accordance with Florida statute, the Board may establish and maintain a single-gender nonvocational class, extra-curricular activity, or school for elementary, middle, or high school students.

D. District Support

verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Assessment

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the protected classes, as well as sexual orientation or transgender identity.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

III. District Compliance Officer(s)

A. Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~

~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

C. Duties and Responsibilities

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act of 1992, the Florida Educational Equity Act, and/or their implementing regulations is provided to students, their parents, staff members, and the general public. A copy of each of the acts and regulations on which this notice is based may be found in the CO's office.

D. Students with Disabilities, Limited English Proficiency, or Other Needing Additional Services

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit procedures and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading, and writing, on an annual basis (see AP 2260F). The Superintendent is responsible for verifying that a concentration of students who are Limited English Proficient (LEP) in one or more programs is not the result of discrimination.

E. The Board is committed to educating (or providing for the education of) each qualified person with a disability with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

IV. Reports and Complaints of Unlawful Discrimination and Retaliation

Students and Board employees are required, and all other members of the School District community and Third Parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO at his/her first convenience and/or within two (2) business days.

Members of the School District community, which includes students or third parties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely

affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a protected class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community Third Party, or receive reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

V. **Investigation and Complaint Procedure**

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any student who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Atlanta Office of the OCR can be reached at 61 Forsyth Street, SW. - Suite 19T10, Atlanta, GA 30303-8927 Phone: (404) 974-9406 FAX; (404) 974-9471 Web: http://www.ed.gov/ocr.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student alleges unlawful

discrimination/retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

Students who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

B. As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

C. A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the COs.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one (1) or more of the following:

1. Advising the Complainant about how to communicate concerns to the Respondent.

2. Distributing a copy of Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or student records policy. (See Policy 8310)

D. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District official at the student's school, the CO, Superintendent, or another District official who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District official at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent a detailed description of the facts upon which the complaint is based (i.e., when where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult Complainant to assess whether the individual agrees with the proposed action. If the complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the complainant has been subjected to unlawful discrimination/retaliation. A Principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

1. interviews with the complainant;

2. interviews with the respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other information presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

All records created as a part of an investigation of a complaint of discrimination/retaliation will be

maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Florida's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

X. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation,

including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination, ~~or~~ harassment, or retaliation; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 10/23/18
Revised 8/13/19
Revised 11/9/21
Revised 4/12/22

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1122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~

~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

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3122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

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"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

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A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

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Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

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Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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Training

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The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

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4122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

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Complaint Procedures

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Training

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The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Technical Change 10/5/20

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1362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and/ or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the

Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the

resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and

remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Revised 11/9/21
Revised 4/12/22

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3362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and/or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer is assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate

a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the

identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and

remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Revised 4/12/22

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4362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of these individuals will be published annually in the Staff handbooks and/or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

E. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate

a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the

identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and

remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Revised 4/12/22

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5517 - **ANTI-HARASSMENT**

I. **General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, 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 which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Physical and/or sexual assault.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. Pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to

another.

12. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

13. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

D. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon 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.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose

or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as Third Parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community, which includes students, or Third Parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise,

the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

A. Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770. ~~The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators"; hereinafter referred to as the "COs").~~

~~The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.~~

~~Schools and Educational Facilities~~
~~Dr. Robert "Pace" Edwards~~
~~Title IX Coordinator~~
~~2501 63rd Avenue East~~
~~Bradenton, Florida 32403~~
~~(941) 751-6550 x43038~~
~~Email: Edwards2p@manateeschools.net~~

~~District & Employment~~
~~Wendy Mungillo~~
~~Director of Human Resources~~
~~Student Support Center~~
~~215 Manatee Avenue West~~
~~Bradenton, Florida 34205~~
~~(941) 708-8770~~
~~Email: mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information for these individuals will be published annually in the staff handbooks and/or on the School District's website.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct or to intercede informally on behalf of the student.

C. Duties and Responsibilities

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if under the age of eighteen (18), within two (2) business days to advise them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All

members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

V. Investigation and Complaint Procedure

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community or Third Parties who believe that they have been unlawfully harassed or retaliated against, may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and Third Parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District official who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral

interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant and/or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Within two (2) days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. The principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether Respondent engaged in unlawful harassment/retaliation of the Complainant. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5)) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed, however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment, in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and

electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

D. any written documentation of actions taken by District personnel;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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3120.04 - EMPLOYMENT OF SUBSTITUTE AND PART-TIME INSTRUCTIONAL STAFF

When it becomes necessary to employ instructional personnel on a temporary basis, such employment is on a limited-time basis for the purpose of filling a vacancy for which a regular employee cannot be found, or to perform some task of a temporary nature. This employment shall end at the close of the school term, at the end of the fiscal year, or at the time when the temporary task is completed.

A. Substitute Teachers

The School Board authorizes the employment of State and District certificated substitute teachers pursuant to Florida law. The employment of substitute teachers shall be in accordance with a planned program developed by the District.

Each school principal is authorized to employ a substitute teacher when an instructional staff member is unable to perform assigned duties. The principal shall obtain substitute teachers from the approved list published by the Personnel Office.

In the absence of a regular teacher, a substitute teacher shall be employed under the following conditions:

1. All substitute teachers shall observe the same hours and perform the same duties as regular teachers.

2. Each substitute teacher shall conduct classes according to lesson plans and schedules prepared by the teacher who is absent.

3. The principal shall determine whether substitutes will be responsible for the extra-curricular duties assigned to the regular teacher. Each substitute shall leave for the returning teacher a summary of the work covered and work assigned to students.

4. Compensation of substitute teachers shall be established by the Board.

5. Each substitute teacher shall file a complete set of fingerprints as required in Policy 3121.01 - Employment History and Criminal Background Checks.

6. A school may issue a substitute performance report requesting removal of a substitute from service to the school. Three (3) substitute performance reports during the school year, or ten (10) reports total, will result in termination of the substitute. Additionally, the District may remove a substitute teacher from its approved list of substitute teachers with or without cause. The substitute teacher removed from the approved list shall not have no further recourse against the District unless removal from the approved list is in violation of State or Federal law.

Upon request from an early learning coalition serving students in Manatee County, the District will make available to the coalition a list of persons eligible to act as a substitute teacher in this District.

B. Long-Term Substitute Teachers

In the absence of a regular teacher, a long-term substitute teacher shall be employed when it is known or determined that the regular teacher will be absent for more than thirty (30) consecutive work days or for the remainder of the school year. Long term substitutes working in Title I schools must be compliant with qualifications in current Federal laws.

Substitutes may also serve as long term substitutes where position vacancies exist during which time a school will continue to search by posting the vacant position for a regular employee.

If the long-term substitute is assigned as the primary instructor as defined per Rule 6A-1.0503, F.A.C, the substitute is required to hold the required certification for the course to which they are assigned even if their job code is substitute.

C. Part-Time Instructional Staff

The Superintendent is authorized to employ temporary or part-time personnel as needed to teach less than a full school day or less than a full school year.

Part-time positions for summer programs are handled according to summer program procedures. Other District programs such as after school and migrant tutoring may employ part-time instructors providing they hold appropriate certification.

Employees in bargaining units should refer to the current collective bargaining agreement for additional provisions regarding part-time positions for summer programs.

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8100 - **INTERLOCAL AGREEMENTS**

The School Board may enter into interlocal agreements for such matters as, but not limited to, the transportation of students, for building rental, for maintenance and upkeep of school plants, for the use of school buses for public purposes, including, but not limited to providing for the needs of the transportation disadvantaged, and for other public purposes. The interlocal agreement may provide for reimbursement to the District in full or in part the proportionate share of the fixed and operating costs incurred.

The public agency receiving services from the Board shall indemnify and hold harmless the Board from any and all liability.

The District is prohibited from entering into any interlocal agreement that prohibits or limits the creation of a charter school. An interlocal agreement entered into by the District for the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

DEVELOPMENT REVIEW AND SCHOOL CONCURRENCY

POLICY

The School District's policy is to plan for adequate public school facilities and to require that schools are available at the adopted level-of-service standards concurrent with development's impacts.

F.S. 163.01
F.S. 1002.3301
F.S. 1003.02
F.S .1006.261

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9800 - **CHARTER SCHOOLS**

F.S. 1002.33 gives the School Board oversight responsibility for all charter schools situated within Manatee County. The Board, referred to as the "sponsor" or "District", designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the sponsor as required by law and/or specified through a contract with the sponsor.

If approved, the initial charter shall be for a term of five (5) years, excluding up to three (3) planning years. The sponsor may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen year (15-year) charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator with the focus on three (3) areas of charter school operations: academic accountability, fiscal management, and governance. The Board, as the sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter only if the Board expressly finds that one (1) of the following grounds exists by clear and convincing evidence:

A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;

B. fails to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.;

C. materially violates the law.~~;~~

D. ~~materially breaches the charter, as described in State law;~~

E. immediate and serious danger to the health, safety, or welfare of the charter school's students; and/or

F. ~~for other good cause shown.~~

Application Procedure

Potential applicants should send letters notifying the sponsor of their intent to submit an application to open a public charter school no later than July 1st. Such correspondence should be directed to the Department of District Support. Failing to send the letter of intent will in no way negatively impact the application.

Final Charter School Application

~~Final applications for a public charter school that are to be opened at the beginning of the sponsor's next school year, or to be opened at a time agreed to by the applicant and the sponsor, will be accepted no later than the close of business, on the submission deadline of February 1st, or before. If the submission deadline falls on a non-business day, the deadline shall be postponed to the same time on the next business day. Applications may be mailed or hand-delivered but receipt by the sponsor must be on or before the deadline.Beginning in 2018 and thereafter, the District shall receive and consider applications received on or before the close of business on February 1st of each calendar year for charter schools to be opened eighteen (18) months later at the beginning of the District's school year, or to be opened at a time determined by the applicant. The District will not accept applications received later than February 1st.~~

The District shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. **In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to** the Charter School Department electronically and by paper copies.

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

The following pertains to the submission of a final application:

A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the Director of District Support for assistance prior to completion of an application.

B. Charter school applicants must participate in training provided by the ~~Florida Department of Education (~~FLDOE~~)~~ after approval of an application but at least thirty (30) calendar days before the first day of classes at the charter school, unless they have participated in qualified training provided by the District.

C. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.

D. Applicants must submit an application on the FLDOE's Model Florida Charter School Application template and forms according to the District's requirements.

E. The sponsor shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.

F. The applicant and sponsor may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.

Applications shall be submitted to:

The School Board of Manatee County
2501 63rd Street Avenue East
Bradenton, Florida 34203

The sponsor shall review all applications using an evaluation instrument developed by the FLDOE.

Application Contents

A. **State Application Form**

Applications must be submitted using the Model Charter School Application form developed and distributed by the FLDOE.

B. **Statement of Assurances**

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Model Charter School Application developed and distributed by the FLDOE.

Final Application Evaluation Process

A. The sponsor shall receive and review all final applications using the Florida Chater School Application Evaluation Instrument developed by the FLDOE.

B. The sponsor shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the sponsor shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.

C. The Board shall deny any final application that does not comply with the statutory requirements and/or the Board's instructions for charter school applications.

D. The Board will review only one (1) final application as per Florida statute. The Board shall not review multiple "final" applications during an application cycle.

E. Additional Information

1. The sponsor may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.

2. The sponsor may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.

3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

F. If an application is approved by the Board, the applicant is required to revise any sections of the application that do not meet the standard(s) identified in the evaluation. Any revisions must be approved by the sponsor prior to Board approval of the contract.

G. Charter Review Team

The purpose of this team is to evaluate the quality of the written application, the capacity of the group to properly implement the proposed plan, and make a recommendation to the Superintendent for the approval or denial of each application.

The Charter Review Team shall be comprised of members of the Superintendent's Senior Leadership Team or their appropriate designees and other administrators from the following areas of expertise:

1. District Operational Services;

2. District Instructional Services;

3. District Support;

4. Curriculum and Instruction;

5. Facilities;

6. Financial Operations;
7. Human Resources;
8. Exceptional Student Education;
9. Federal Programs and Grants;
10. Transportation;
11. Food Service;
12. other appropriate departments.

By majority vote, the Charter Review Team shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) calendar days after the application is received, unless the applicant and the sponsor mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

If an application is denied, the sponsor shall, within ten (10) calendar days after such denial, articulate in writing the specific reasons, based upon good cause, supporting the denial of the charter application and shall provide the letter of denial and supporting documentation to the applicant and to the FLDOE.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation may be denied by the Board only if the sponsor demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny a Final Application

Pursuant to State law, an applicant may, no later than thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The applicant shall notify the sponsor of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approve or deny the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school, or high-performing charter school system, the sponsor shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department of Education. The applicant may appeal the Board's denial of the final application directly to the State Board of Education pursuant to F.S. 1002.33. **If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b.**

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

Appeal of a Proposed Termination or Nonrenewal of a Charter

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at ~~At~~ least ninety (90) days before the end of the local year ~~renewing, nonrenewing, or terminating a charter,~~ the sponsor shall notify the charter school's governing board in writing of its proposed action to renew, terminate, or not renew the charter. **A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year.** The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances demonstrating ~~indicating~~ that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists**, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary**. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school's governing board, the charter school principal, and FLDOE of the facts and circumstances supporting the immediate termination ~~if a charter is terminated immediately~~. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable ~~when appropriate~~. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request. ~~The sponsor shall assume operation of the charter school throughout the pendency of the hearing unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students.~~ **The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.**

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than $10,000 per expenditure without prior written approval from the sponsor unless such expenditure was included within the annual budget submitted to the sponsor pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the sponsor.

A violation of this section triggers a reversion or clawback power by the sponsor allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Charter Review Team to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the Charter Review Team, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Charter Contract or the Florida Standard Charter Renewal contract (F.A.C. 6A-6.0786 Form) as prescribed by the FLDOE.

A. Initial Charter Contract

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.

2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:

    a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.

    b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:

        1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;

        2. executed lease or certification of occupancy; and/or

        3. use or occupational license indicating proper use.

    All facilities must meet the requirements set forth in F.S. 1002.33 and comply with all Florida building codes.

B. Charter Contract Negotiations

The sponsor shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The FLDOE shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. **If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings.** If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may also be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter

schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party.

C. Request to Extend Negotiations/School Opening

1. The applicant and sponsor may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to the District Support Department by an authorized agent of the charter school, detailing the reason for the requested extension.

2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.

3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.

4. Unless extended pursuant to this policy, an approved applicant shall open its charter school eighteen (18) months later at the beginning of the District's school year following the approval of the charter school application. At the written request of the applicant and at the sponsor's sole discretion, the sponsor may allow an applicant with an approved charter school application to defer the opening of its charter school for up to three (3) school years following the opening date specified in the approved charter school application. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.

5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:

    a. on the first day of school of the initial school year indicated in the contract; or

    b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

1. A charter may be modified during its ~~initial term or any renewal~~ term upon the recommendation of the sponsor or the charter school's governing board and the approval of both parties to the agreement. **Changes to the curriculum which are consistent with State standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with State standards.** All modifications must be mutual and in writing. Unilateral modifications made by the charter school may be the grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. **A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.**

2. Modifications may be considered by the sponsor for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.

3. All contract amendment requests shall be submitted in writing to the District Support Department by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.

4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).

5. Requirements for Amendment Requests

a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the sponsor of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of ~~grade level~~ expansion shall include any improvements to an existing facility in which ~~a majority of~~ the students of the high-performing charter school will enroll. If a high-performing charter school notifies the sponsor of its intent to expand, the sponsor shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The sponsor may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing.

b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
    a. description of location, including identification as permanent or temporary

        If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

    b. effective date of the relocation
    c. evidence that financial implications, feasibility, and student access issues have been addressed
    d. evidence of parental support for the new facility
    e. evidence of the school's property interest in the facility (owner or lessee)
    f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the sponsor to agree to an increase in the number of facilities, campuses, and/or locations associated with a charter school's operations.
3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
4. If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included

in the request, in addition to the information and documentation described in paragraphs a and b above.

5. No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to the sponsor no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the sponsor in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The sponsor shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract or standard virtual charter contract.

Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the sponsor no later than fifteen (15) calendar days before the first day of school.

School Governance/Management

A. Charter schools shall organize or be operated by a not for profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

   As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents, and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the

District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website.

The charter school's governing board will consist of at least three (3) voting members, or the number and composition based on the approved charter application. At least one (1) of the voting members will be elected by the parents in an open parent meeting at the school. There will be at least one (1) non-voting teacher representative to the governing board who shall be elected by the teachers at the beginning of each school year.

The charter school's governing board shall meet at least twice per year (F.S. 1002.33(9)(p)(3)). The meetings must be noticed pursuant and compliant with Florida Sunshine Law, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. To the extent feasible, the school's governing board shall consist of members that reflect the diversity of the student population served.

2. Governing board members must:

    a. notify the sponsor of changes in membership in writing within five (5) business days of the change; and

    b. successfully fulfill a level 2 background check by the sponsor, as specified by law upon appointment to the governing board. The background check includes fingerprinting.

Costs of background screening shall be borne by the charter school or the charter school employee.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school regarding curriculum, financial management, and internal controls.

4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.

5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:

    a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.

    b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

    Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

    a. The sponsor and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.

    b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds

for the position that such article and section is in dispute. The matter shall be immediately submitted to the sponsor and the charter school's director for further consideration and discussion to attempt to resolve the dispute.

c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.

d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)
   a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter school contract.

   b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.

   c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.

   d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.

   e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the sponsor for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the sponsor at least ten (10) days before any payment is made to any of the entities.

2. Any proposed amendments to the contract with the management company shall be submitted to the sponsor for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company nor "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

A. The sponsor may ~~shall~~ not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law. **The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.**

B. The sponsor may document, in writing, any discrepancies or deficiencies--whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate sponsor staff.

C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The sponsor, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The sponsor may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.

D. The charter school's calendar will be consistent with the beginning of the sponsor's calendar for the first school year **or at a time determined by the charter school governing board. The charter school** ~~and~~ must provide instruction for at least the ~~the minimum~~ number of days and minutes ~~and minutes~~ required by law for other public schools and may provide instruction for additional days. Should the charter school elect to provide a summer program, additional school days, or year-round school, the charter school shall notify the sponsor, in writing, each year to ensure appropriate record keeping.

E. Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies

1. Only the Board may expel a student.

2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the sponsor. The charter school shall provide the sponsor with a copy of an approved alternate student code of conduct annually if the school is not following the sponsor's Student Code of Conduct. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.

3. Any student/parent handbooks and parent contracts shall also be submitted to the sponsor for approval prior to implementation. Any amendments must be approved by the sponsor, prior to implementation. Evidence of governing board approval is required for amendments.

4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.

5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.

6. The Board shall not apply its policies to a charter school unless mutually agreed to by both the sponsor and the charter school. If the Board subsequently amends any agreed-upon Board policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon by the charter school.

F. Charter School Student Transfers

The process for student transfers will follow Board policies and procedures.

G. Food Service and Transportation

Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.

H. Facility Leases

1. If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sub-lessor shall be submitted to the sponsor for review and approval.

2. Any amendments to the lease shall be submitted to the sponsor for review prior to execution, by the charter school.

3. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by the charter contract.

4. Any default or breach of the terms of the charter contract by the lessor/sub-lessor may constitute a default or breach of the charter contract by the charter school.

I. Academic Accountability

1. The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent or his/her designee(s) shall have access to the charter schools at all times.

2. The sponsor shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.

    a. In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before

the sponsor to present information concerning each contract component having noted deficiencies and shall prepare and submit to the sponsor for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the sponsor.

b. If a charter school earns three (3) consecutive grades of "D", two (2) consecutive grades of below a "C", the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of below a "C". If the charter school does not improve by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a "C", it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.

c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the sponsor shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the sponsor. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

   The notification shall include the following:

   1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the sponsor. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the sponsor's notification is received by the charter school.

   2. The date by which the charter school must submit its proposed School Improvement Plan to the sponsor for review by staff, which shall be no earlier than thirty (30) calendar after notification.

   3. Whether the charter school is required to select a corrective action.

d. The sponsor shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.

   1. The sponsor may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the sponsor shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.

   2. Either the charter school or the sponsor may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan. Mediation will be before the American Arbitration Association of any other mutually agreed arbitrator. Each party will bear their own costs and expenses.

e. As required by State law, the sponsor will review the School Improvement Plan annually to monitor the charter school's continued improvement.

   1. The director and a representative of the governing board of the charter school shall appear before the sponsor at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.

   2. At the meeting, the sponsor will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.

3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the sponsor. The sponsor shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the sponsor to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.

f. The Board shall terminate the charter if the charter school earns two (2) consecutive grades of "F", unless one of the exceptions set forth in State law is applicable.

g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.

3. The charter school may make annual progress reports to the sponsor at the request of the Board.

4. Exceptional Student Education (ESE)
   a. The sponsor is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.

   b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the sponsor agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.

   c. The sponsor shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.

   d. With respect to the provisions of special education and related services:

      1. The sponsor shall be responsible for conducting initial evaluations of students referred for potential special education and gifted placement in accordance with Federal and State statutes.

      2. The charter school shall deliver all educational and related services indicated on a student's IEP, Section 504 Plan, or EP. The sponsor may provide related services through a separate contract between the charter school and the Board. The charter school shall also be responsible for all reevaluations.

      3. The sponsor shall appoint an "ESE Staffing Specialist" who may, at the sponsor's discretion, attend all IEP meetings and meetings related to the provision of special education and related services to charter school students. The charter school must provide notice to the ESE Staffing Specialist of all such meetings. The ESE Staffing Specialist shall serve as the LEA representative at all meetings.

      4. The charter shall further set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.

   e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.

5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal

requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the identification, assessment, and education of ELL students.

6. The Board may, in accordance with State law, require all charter schools to submit to the sponsor a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

J. Financial Accountability

1. In order to provide comparable financial information to that reported for other public schools, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools*. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the State-required formats for inclusion in the Board's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format by an independent CPA firm.

   At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to the requirement set forth in the paragraph above.

   High-performing charter schools are required to submit financial statements in accordance with and within the timeframes stated in F.S. 1002.33.

2. Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.

3. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the sponsor annually.

4. Payments to charter schools by the Board
   a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b). The payment shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17). Payments will be made in accordance with existing charter school contracts that predate this policy, State statutes are controlling. **If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportiate share of the allocation.**

   b. Capital Outlay Payments – The sponsor shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process.

   c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

      Unless otherwise mutually agreed to by the charter school and the sponsor, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the sponsor for the benefit of the charter school, the

charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the sponsor at least thirty (30) days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the sponsor for approval of the use of the funds in accordance with applicable Federal requirements. The sponsor has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.

5. Financial Reports: Charter schools shall provide the sponsor with a concise, uniform, monthly financial statement pursuant to F.S. 1002.33(9)(g). A high-performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statements. Charter schools shall maintain and provide financial accountability information as required in this section.

6. Annual Financial Statements
   a. Unaudited June 30th year-end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.

   b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State, and Board regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant selected by the governing board of the charter school, and shall be delivered to the sponsor in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the sponsor of the name, address, and phone number of the auditor engaged to perform the year end audit.

      1. Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

      2. Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

         a. a provision specifying the services to be provided and fees or other compensation for such services

         b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract

         c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed

c. Failure to comply with the timely submission of all financial statements in the required format specified by the sponsor, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

7. Capital Outlay Funding

Pursuant to F.S. 1013.62(4), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(3), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board.

8. Review and Audit

a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the sponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).

b. The Board shall notify the governing board and the Department of Education within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.

c. The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.

d. Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.

2. Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after

being notified by the Commissioner of Education that a financial recovery plan is needed.

3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.

4. The Board may require periodic appearances of governing board members and charter school representative.

c. Finance and the District Support Department shall collaborate to review and monitor financial statements, corrective action plans, and financial recovery plan(s) submitted by the charter school(s). The sponsor shall report progress and when applicable, make recommendations. At least one (1) representative of the charter school shall be available to answer questions.

Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

9. Grants

a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract. The sponsor will withhold indirect costs at the approved rate or if applicable, a reduced rate, unless indirect costs are not allowed in the grant.

b. The sponsor shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.

c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The sponsor may review these records, upon reasonable notice.

10. Health, Safety, and Welfare of Staff and Students

Each charter school is required to have an emergency plan that covers weather emergencies, lockdowns, fire, etc.

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., "crisis event"), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the sponsor and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be

delivered to the Board and to the county, municipality, or independent special fire control district providing fire protection services immediately.

K. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; the name and contact information for the representative who facilitates parent involvement; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

L. Resolution of Student Health, Safety, or Welfare Complaints

In the event a parent of a student in a District charter school is unable to resolve a student health, safety, or welfare complaint under F.S. 1001.42(8)(c) with the charter school's principal or designee, the following procedures shall be utilized to resolve the dispute:

The the School District of Manatee County General Counsel shall be responsible for responding to inquiries from the FLDOE regarding a request for an appointment of a Special Magistrate for charter school student complaints.

Within five (5) days of receipt of notice that a parent has requested the appointment of a Special Magistrate pursuant to F.A.C. 6A-6.0791, the District will provide to the FLDOE a statement addressing whether any of the grounds for dismissal as described in F.A.C. 6A-6.0791(7)(b) apply to the parental request for appointment of a Special Magistrate.

Additionally, the District will expeditiously contract for payment of a Special Magistrate appointed by the Commissioner of Education and notify the FLDOE within no more than twenty (20) days after receiving notice of the appointment of a Special Magistrate that an agreement has been reached for payment with the appointed Special Magistrate.

All costs incurred by the District for revising and responding to a parent complaint under this section is a service provided by the District to the charter school. The charter school shall be responsible for the District's actual costs unless a different amount is mutually agreed to by the District and charter school in a contract negotiated separately from the charter.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

A. number of ~~final~~ applications received during the school year and up to ~~on or before~~ February 1st and each applicant's contact information;

B. date each application was approved, denied, or withdrawn; and

C. date each final contract was executed.

Each year, by November 1, ~~Beginning August 31, 2013~~ the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

Facilities

No later than January 1st, the FL DOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FL DOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). **Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.**

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

A. Up to five percent (5%) for the following:

    1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);

    2. enrollment of up to and including 500 students within a charter school system which meets all of the following:

        a. includes conversion charter schools and nonconversion charter schools;

        b. has all of its schools located in the same county;

        c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;

        d. has the same governing board for all of its schools; or

        e. does not contract with a for-profit service provider for management of school operations;

    3. enrollment of up to and including 250 students in a virtual charter school: and,

4. **Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).**

B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. **The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.**

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximum the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

If there is any conflict with this policy, F.S. 1002.33 et. seq. and other regulatory statutes are prevailing. Existing charter school contracts that predate this policy remain in full force and effect absent a controlling Federal or State statute.

Charter School Responsibilities and Adherence to Florida Statutes

Section 8. Paragraph (b) of subsection (16) of section 1002.33, Florida Statutes, is amended to read:
1002.33 Charter schools.— (16) EXEMPTION FROM STATUTES.—
(b) Additionally, a charter school shall be in compliance with the following statutes:
1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level.
4. Section 1012.22(1)(c), relating to compensation and salary schedules.

5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.
7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.
8. Section 1006.12, relating to safe-school officers.
9. Section 1006.07(7), relating to threat assessment teams.
10. Section 1006.07(9), relating to School Environmental Safety Incident Reporting.
11. Section 1006.1493, relating to the Florida Safe Schools Assessment Tool.
12. Section 1006.07(6)(c), relating to adopting an active assailant response plan.
13. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool.
14. Section 1012.584, relating to youth mental health awareness and assistance training.

Revised 10/23/18
Revised 8/11/20

F.S. 39.203
F.S. Chapter 120
F.S. 218.39
F.S. 218.391
F.S. 218.503
F.S. 286.23
F.S. 768.095
F.S. 1001.10
F.S. 1001.41
F.S. 1002.31
F.S. 1002.33
F.S. 1002.3301
F.S. 1002.345
F.S. 1008.31
F.S. 1008.34
F.S. 1011.60
F.S. 1012.01
F.S. 1012.315
F.S. 1012.32
F.S. 1013.12
F.A.C. 6A-1.0081
F.A.C. 6A-1.099827
F.A.C. 6A-2.0020
F.A.C. 6A-6.0781
F.A.C. 6A-6.0784
F.A.C. 6A-6.0786
F.A.C. 6A-6.07862
F.A.C. 6A-6.0787
F.A.C. 6A-6.0791

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8407 - SAFE-SCHOOL OFFICERS

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more safe-school officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians (The Coach Aaron Feis Guardian Program)

The Board utilizes school guardians pursuant to The Coach Aaron Feis Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

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
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Revised 12/13/22

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9142 - **Educational Non Discrimination Policy** – Revised DRAFT

The School District of Manatee County (District) supports equal access to education for all stakeholders: students, families, and staff within the school district community regardless of race, ethnicity, national origin, gender, disability, religion, or marital status except as authorized by law.

Discrimination on the basis of race, ethnicity, national origin, gender, disability, religion, or marital status against a student or an employee in the state system of public education is prohibited. No person shall, on the basis of race, ethnicity, national origin, gender, disability, religion, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any public education program or activity, or in any employment conditions or practices within the District except as authorized by law.

The District shall develop and implement methods and strategies to increase the participation of students of a particular race, ethnicity, national origin, gender, or disability status in programs and courses in which students of that particular race, ethnicity, national origin, gender, or disability status have been traditionally underrepresented, including, but not limited to, mathematics, science, computer technology, electronics, communications technology, engineering, and career education.

AGENDA ITEM NO. 14.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for January 2023

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of January 2023.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service	Trust & Agency
Budgeted Fund Balance 12/31/2022	$40,374,352	$12,118,456	$14,022,790	$0	$12,973,392	$12,613,818	$15,050
Fiscal Impact	$4,035,803	$0	$(38,726)	$0	$502	$0	$(15,050)
Budgeted Fund Balance 01/31/2023	$44,410,155	$12,118,456	$13,984,064	$0	$12,973,893	$12,613,818	$0

General Fund budgeted ending fund balance increased $4,035,803 due primarily to higher interest income $2,021,571 and release of the 10-day count allocation changes reserve $1,981,945.

Capital Outlay Fund budgeted ending fund balance decreased $38,726 due to Port Project equipment installation for virtual education of students.

Trust and Agency Fund budgeted ending fund balance decreased due to appropriation of a prior year donation $15,050.

There were no other material changes to the budgeted ending fund balances.

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

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the budget amendments for January 2023.

Financial Impact
No significant financial impact.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Jan 2023 Budget Amendment File Summary
Combined Jan 2023 BAs

January 2023 Budget Amendments Summary
All Funds

Year	2023
Posting Period	7
Entry Type	(All)

Row Labels	Sum of YTD Current
1	**-$4,035,803**
3	
10101 General Fund	-$2,170,163
10102 General Fund Grants	-$172,060
4	
10101 General Fund	-$2,113,140
10102 General Fund Grants	$419,560
2	**$0**
3	
29190 Lease Purchase Bond 2015	-$750
29196 Lease Purchase Bond 2016	$750
4	
29190 Lease Purchase Bond 2015	$750
29196 Lease Purchase Bond 2016	-$750
3	**$38,726**
4	
37022 Local Capital Improvement 2122	$38,726
37023 Local Capital Improvement 2223	$0
39192 Sales Tax Proceeds	$0
39197 Impact Fees	$0
4	**-$502**
3	
41001 Food Services	-$251
42101 Federal Cash Advance	-$241,873
42201 Federal Non Cash Advance	-$168,500
4	
41001 Food Services	-$251
42101 Federal Cash Advance	$241,873
42201 Federal Non Cash Advance	$168,500
44201 Other CARES Act Relief Funds	$0
44501 ARP Act ESSER	$0
7	**$0**
4	
71101 Self-Insurance - Health	$0
Grand Total	**-$3,997,579**

Capital Fund
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(125,245,984)	(125,245,984)	-	0.0%	
30X	Revenue	(174,710,827)	(174,710,827)	-	0.0%	
30X	Transfers In & Other Funding Sources	(130,171,862)	(130,171,862)	-	0.0%	
74X	Facilities Acquisition and Con	367,460,468	367,499,193	38,726	0.0%	
92X	Debt Service	1,676,952	1,676,952	-	0.0%	
97X	Transfers Out	46,968,462	46,968,462	-	0.0%	
9X	Budgeted Fund Balance	14,022,790	13,984,064	(38,726)	-0.3%	

Debt Service Fund
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,889,269)	(11,889,269)	-	0.00%	
30X	Revenue	(1,650,890)	(1,650,890)	-	0.00%	
30X	Transfer In	(28,459,143)	(28,459,143)	-	0.00%	
92X	Debt Service	29,880,846	29,880,846	-	0.00%	
9XX	Budgeted Fund Balance	12,118,456	12,118,456	-	0.00%	

General Fund
January 2023 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(50,388,336)	(50,388,336)	-	0.00%	
		3XX	Revenues	(509,277,400)	(511,619,624)	(2,342,224)	0.46%	
		3XX	Transfers In and Other Funding Sources	(21,217,285)	(21,217,285)	-	0.00%	
		5XX	Instructional	351,810,761	348,734,259	(3,076,502)	-0.87%	
		61X	Pupil Personnel Services	16,205,402	16,053,935	(151,467)	-0.93%	
		62X	Instructional Media Services	5,298,597	5,311,587	12,990	0.25%	
		63X	Curriculum	8,252,142	8,444,592	192,450	2.33%	
		64X	Instructional Staff Training	1,302,499	1,302,499	-	0.00%	
		65X	Instructional Technology	572	572	-	0.00%	
		71X	Board	1,601,404	1,601,404	-	0.00%	
		72X	General Admin Superintendent	3,016,742	3,016,742	-	0.00%	
		73X	School Administration	34,057,393	34,721,553	664,160	1.95%	
		74X	Facility Acquisition and Construction	5,710,035	5,715,607	5,571	0.10%	
		75X	Fiscal Services	3,659,349	4,143,044	483,695	13.22%	1
		76X	Food Service	-	0	0	n/a	
		77X	Central Services	13,484,875	13,295,797	(189,079)	-1.40%	
		78X	Transportation	20,711,888	21,191,423	479,534	2.32%	
		79X	Operation of Plant	48,757,982	48,543,535	(214,447)	-0.44%	
		81X	Maintenance of Plant	10,312,192	10,404,609	92,417	0.90%	
		82X	Administrative Technology	8,607,049	8,613,755	6,706	0.08%	
		91X	Community Services	6,771,898	6,772,289	391	0.01%	
		92X	Debt Service	65,500	65,500	-	0.00%	
		97X	Transfer Out	882,389	882,389	-	0.00%	
		9XX	Budgeted Fund Balance	40,374,352	44,410,155	4,035,803	10.00%	2

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	75010	Fiscal Services	429001	Other Employee Benefits	9798	00000	Discretionary				Health Insurance - PY Dental and Vision Liability Variance	0000085797	483,694.88
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	75010	Fiscal Services	429001	Other Employee Benefits	9798	00000	Discretionary				Health Insurance - PY Dental and Vision Liability Variance	0000085797	483,694.88
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412301	P/T wo FRS Regular Pay	0261	00000	Discretionary				Spring Intern Oneco	0000083161	9,000.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	422001	FICA	0261	00000	Discretionary				Spring Intern Oneco	0000083161	688.50
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	424001	Worker's Compensation	0261	00000	Discretionary				Spring Intern Oneco	0000083161	90.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416308	NCH Storm Pay	9512	13743	Emergency Mngt-Nicole				Tropical Storm Nicole	0000083361	9,744.53
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	9512	13743	Emergency Mngt-Nicole				Tropical Storm Nicole	0000083361	1,160.57
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	9512	13743	Emergency Mngt-Nicole				Tropical Storm Nicole	0000083361	745.46
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	9512	13743	Emergency Mngt-Nicole				Tropical Storm Nicole	0000083361	97.45
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9799	11110	AICE State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(141,804.34)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412109	Teachers Other	9799	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(249,050.19)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	431001	Prof & Technical Services	0691	11161	International Baccalaureate				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(108.12)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439002	Printing	0691	11161	International Baccalaureate				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(1,000.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	0431	11161	International Baccalaureate				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(5,396.31)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	0691	11161	International Baccalaureate				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(1,700.57)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	11101	Dual Enrollment State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	203,583.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0072	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	2,038.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0072	11110	AICE State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(11,442.33)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0181	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	104,445.54
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0181	11110	AICE State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(23,071.77)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0351	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	16,191.20
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0351	11110	AICE State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(156,245.62)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0431	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	12,227.81
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0721	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	201,217.11
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0721	11110	AICE State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(22,885.12)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0762	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	118,938.29
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0852	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	107,060.42
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	0852	11110	AICE State				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(13,880.82)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	473001	Dues and Fees	9301	11107	Advance Placement				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	556.82
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	436002	Rentals Software	9323	11948	MS Industry Certification				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	35,374.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	436002	Rentals Software	9799	11948	MS Industry Certification				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	8,923.53
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	451001	Supplies	9323	11941	CAPE FUNDS ACT				FLDOE 3rd Calc Effect on AP, AICE, IB	0000083813	(80.53)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	416301	NCH Regular Pay	2051	11180	DJJ Supplement				FLDOE 3rd Calc Charter School	0000083814	38,162.05
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2004	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	67,797.70
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2004	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	(175.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2004	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	(763.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2004	11180	DJJ Supplement				FLDOE 3rd Calc Charter School	0000083814	(13,766.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2007	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	460.70
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2007	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	21.75
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2007	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	(28.61)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2019	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	53.62
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2019	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	17.99
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2056	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	751.45
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2056	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	139.65
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2056	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	157.70
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2081	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(32,064.06)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2081	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	8,536.55
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2081	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	(11,392.21)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439001	Other Purchased Services	2081	11180	DJJ Supplement				FLDOE 3rd Calc Charter School	0000083814	(24,396.08)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2101	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(534.85)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2101	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	209.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2101	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(24.70)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2101	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	42.75
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2101	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	9.50
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2102	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(5,458.57)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2102	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	2,087.42
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2102	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(222.09)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2102	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	505.92
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2102	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	69.71
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2104	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(17,097.13)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2104	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	3,172.54

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2104	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(468.73)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2104	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	390.74
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2104	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	(1,557.03)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2104	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	20.30
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2120	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(2,775.63)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2120	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	1,141.11
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2120	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(118.65)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2120	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	285.76
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2120	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	35.59
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2121	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(2,274.55)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2121	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	878.58
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2121	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(93.71)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2121	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	211.83
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2121	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	31.23
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2122	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	573.80
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2122	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	74.10
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2122	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(6.65)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2122	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	21.85
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2122	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	(40.85)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2123	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(2,794.87)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2123	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	1,088.53
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2123	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	40,085.26
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2123	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	267.72
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2123	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	38.25
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2124	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(29,266.40)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2124	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	856.50
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2124	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(89.75)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2124	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	212.66
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2124	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	(4,615.15)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2124	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	(228.27)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2131	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(1,833.72)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2131	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	708.40
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2131	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(73.11)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2131	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	177.84
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2131	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	22.73
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2141	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	2,108.19
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2141	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	866.44
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2141	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(34.08)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2141	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	377.98
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2141	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	696.02
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2141	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	66.71
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2161	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(5,996.40)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2161	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	28.50
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2161	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(76.95)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2161	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	(207.10)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2161	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	(1,025.05)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2161	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	(52.25)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2171	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(2,280.51)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2171	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	1,566.42
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2171	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(166.09)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2171	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	381.91
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2171	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	(75.58)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2171	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	51.72
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2181	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	11,820.79
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2181	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	1,124.60
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2181	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	65.33
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2181	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	806.02
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2181	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	2,565.41
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2181	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	169.16
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2182	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(2,813.15)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2182	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	1,256.97
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2182	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(125.08)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2182	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	329.26
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2182	10184	Class Size Reduction				FLDOE 3rd Calc Charter School	0000083814	69.87
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	2182	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	45.85

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	8,202.06
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	452001	Textbooks	9799	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	(23,637.28)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9308	10185	Reading Categorical				FLDOE 3rd Calc Charter School	0000083814	(280.23)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439001	Other Purchased Services	2007	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(1,579.49)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439001	Other Purchased Services	2081	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	228.95
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439301	Dist to Charter Schools-FEFP	2104	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(0.97)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439301	Dist to Charter Schools-FEFP	2122	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(940.50)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439301	Dist to Charter Schools-FEFP	2141	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	0.60
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439301	Dist to Charter Schools-FEFP	2171	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(2,187.02)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51300	ESOL	439301	Dist to Charter Schools-FEFP	2182	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	4.68
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439001	Other Purchased Services	2014	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Charter School	0000083814	1.60
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439001	Other Purchased Services	2014	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Charter School	0000083814	0.93
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439001	Other Purchased Services	2056	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	8,353.35
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439001	Other Purchased Services	2081	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(1,841.43)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439301	Dist to Charter Schools-FEFP	2104	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(1.94)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439301	Dist to Charter Schools-FEFP	2121	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	986.94
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439301	Dist to Charter Schools-FEFP	2124	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(0.01)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439301	Dist to Charter Schools-FEFP	2141	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	0.88
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439301	Dist to Charter Schools-FEFP	2181	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	662.89
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439301	Dist to Charter Schools-FEFP	2182	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	16.50
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2101	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	14.25
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2102	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	158.35
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2104	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	173.36
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2120	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	87.02
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2121	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	66.38
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2122	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	5.70
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2123	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	83.36
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2124	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	66.33
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2131	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	54.33
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2141	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	96.35
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2161	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	(36.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2171	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	119.46
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2181	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	180.41
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	61410	Psychological Services	439301	Dist to Charter Schools-FEFP	2182	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	99.09
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9310	10118	Mental Health				FLDOE 3rd Calc Charter School	0000083814	(1,168.39)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77910	Other Central Services	416101	NB Support Regular Pay	9531	10135	Safe Schools				FLDOE 3rd Calc Charter School	0000083814	(38,651.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2102	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	48,299.53
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2104	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	122,057.07
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2120	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	61,312.94
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2122	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(5,704.75)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2123	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	20,389.80
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2124	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	7,694.85
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2131	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	(1,260.68)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2141	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	11,122.59
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2161	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	6,384.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2171	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	16,648.82
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	439301	Dist to Charter Schools-FEFP	2181	00000	Discretionary				FLDOE 3rd Calc Charter School	0000083814	16,394.42
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	416301	NCH Regular Pay	2051	11180	DJJ Supplement				FLDOE 3rd Calc Categorical Changes	0000083815	4,711.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9308	10114	Inst. Mat. Science Lab				FLDOE 3rd Calc Categorical Changes	0000083815	3,330.71
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	10114	Inst. Mat. Science Lab				FLDOE 3rd Calc Categorical Changes	0000083815	(2,193.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	10154	Supplemental Academic Instruct				FLDOE 3rd Calc Categorical Changes	0000083815	84,551.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	452001	Textbooks	9799	10112	Inst. Mat. Adopted				FLDOE 3rd Calc Categorical Changes	0000083815	102,941.37
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	452001	Textbooks	9799	10115	Inst. Mat. Dual Enrollment				FLDOE 3rd Calc Categorical Changes	0000083815	(74,261.55)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9308	10185	Reading Categorical				FLDOE 3rd Calc Categorical Changes	0000083815	84,551.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53010	Career Education - 9-12	452001	Textbooks	9308	10115	Inst. Mat. Dual Enrollment				FLDOE 3rd Calc Categorical Changes	0000083815	53,986.03
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	62010	Instructional Media Services	461001	Library Books	9308	10113	Inst. Mat. Media				FLDOE 3rd Calc Categorical Changes	0000083815	27,727.44
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	62010	Instructional Media Services	461001	Library Books	9799	10113	Inst. Mat. Media				FLDOE 3rd Calc Categorical Changes	0000083815	(22,800.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9310	10118	Mental Health				FLDOE 3rd Calc Categorical Changes	0000083815	18,603.00
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77910	Other Central Services	416101	NB Support Regular Pay	9531	10135	Safe Schools				FLDOE 3rd Calc Categorical Changes	0000083815	8,511.00
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		00000	Discretionary				FLDOE 3rd Calc Revenue	0000083836	307,477.00
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10112	Inst. Mat. Adopted				FLDOE 3rd Calc Revenue	0000083836	(102,941.37)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10113	Inst. Mat. Media				FLDOE 3rd Calc Revenue	0000083836	(4,927.44)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10114	Inst. Mat. Science Lab				FLDOE 3rd Calc Revenue	0000083836	(1,137.71)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10115	Inst. Mat. Dual Enrollment				FLDOE 3rd Calc Revenue	0000083836	20,275.52
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10118	Mental Health				FLDOE 3rd Calc Revenue	0000083836	(18,603.00)

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10135	Safe Schools				FLDOE 3rd Calc Revenue	0000083836	(8,511.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10154	Supplemental Academic Instruct				FLDOE 3rd Calc Revenue	0000083836	(84,551.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		10185	Reading Categorical				FLDOE 3rd Calc Revenue	0000083836	(18,641.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		11101	Dual Enrollment State				FLDOE 3rd Calc Revenue	0000083836	(203,583.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		11107	Advance Placement				FLDOE 3rd Calc Revenue	0000083836	(313,625.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		11110	AICE State				FLDOE 3rd Calc Revenue	0000083836	369,330.00
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		11161	International Baccalaureate				FLDOE 3rd Calc Revenue	0000083836	8,205.00
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		11180	DJJ Supplement				FLDOE 3rd Calc Revenue	0000083836	(4,711.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	331001	Florida Education Finance Prog		11948	MS Industry Certification				FLDOE 3rd Calc Revenue	0000083836	(44,218.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	335501	Class Size Reduction Operating		00000	Discretionary				FLDOE 3rd Calc Revenue	0000083836	(33,756.00)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	339901	Other Miscellaneous State Reve		00000	Discretionary				FLDOE 3rd Calc Revenue	0000083836	(465,005.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9308	10185	Reading Categorical				FLDOE 3rd Calc Categorical Changes	0000083846	(65,910.00)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	10154	Supplemental Academic Instruct				Categorical out of balance for SAI and IM	0000083850	(162,076.65)
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	452001	Textbooks	9799	10112	Inst. Mat. Adopted				Categorical out of balance for SAI and IM	0000083850	(9,212.92)
2	7	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349301	Sale of Junk		00000	Discretionary				Daily Deposit Correction 12.12.22	0000084325	250.80
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,256.41
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,153.06
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,680.28
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,729.94
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,771.79
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,850.74
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,053.83
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,086.37
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0421	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,567.53
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,992.75
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,114.09
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,757.26
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,329.02
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,243.32
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,680.28
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	5,746.19
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,329.02
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,329.02
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,329.02
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,325.79
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	7,627.68
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	6,180.32
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	412101	Teachers Regular Pay	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,475.73

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,163.54
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,301.41
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,041.52
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,073.50
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,028.86
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,132.56
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,631.73
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	910.14
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	457.85
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,888.53
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,136.93
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,033.37
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,154.66
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,058.95
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,146.61
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,162.80
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,329.59
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,043.30
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,028.86
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,753.23
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,362.56
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3,195.51
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,290.33
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0801	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,057.72
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415101	Teacher Aides Regular Pay	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	5,662.56
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,705.78
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,385.39
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,895.13
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,954.87
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,523.39
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,309.66
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,705.78

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,954.87
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,895.13
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,756.79
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,354.81
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0801	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	4,740.21
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	415201	Instr Assist Regular Pay	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	5,050.34
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	576.40
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	520.16
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	434.72
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	791.59
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	555.33
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,338.92
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	638.37
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	229.38
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	180.19
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0421	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	187.34
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	968.64
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	495.49
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,307.22
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	988.67
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	914.25
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	446.06
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,132.55
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,047.79
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	944.18
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	577.29
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	970.75
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,327.60
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,265.61
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,569.74
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0801	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,030.98
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	421103	Retirement System	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,635.91

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	261.68
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	250.27
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	235.07
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	387.10
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	237.25
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	513.29
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	327.64
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	124.74
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	97.52
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0421	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	120.05
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	416.17
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	260.60
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	593.24
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	456.50
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	468.57
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	237.14
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	462.74
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	574.30
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	495.16
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	307.29
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	473.90
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	517.21
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	707.29
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	760.97
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0801	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	571.03
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	422001	FICA	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	820.17
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,064.35
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	864.08
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	508.52
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,024.99
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,179.71
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,526.52

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,643.51
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	170.19
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	134.15
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0421	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	208.99
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,677.97
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	851.49
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,139.91
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,544.38
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	982.99
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	543.80
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,553.93
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,576.86
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,005.50
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,373.28
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,002.55
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,775.52
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,467.28
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2,334.14
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423101	Health & Hospitalizations	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	1,830.46
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	8.80
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	7.93
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	6.80
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	14.41
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	8.63
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	16.65
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	14.03
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	3.67
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2.89
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0421	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	2.94
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	14.51
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	7.91
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	22.07

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	15.12
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	15.89
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	7.01
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	14.12
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	17.66
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	16.58
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	10.66
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	16.59
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	16.90
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	22.98
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	21.96
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0801	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	15.90
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	423201	Life Insurance	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	28.42
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0051	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	42.43
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0061	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	38.00
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	31.94
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0221	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	58.49
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0231	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	40.13
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0291	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	78.89
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0301	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	46.56
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0381	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	16.66
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0411	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	13.11
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0421	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	16.50
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0541	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	58.46
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0621	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	36.05
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0631	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	82.22
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0641	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	71.56
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0651	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	66.96
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0671	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	32.49
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0681	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	67.91
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0691	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	76.12
2	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0701	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	69.74

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0721	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	42.27
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0741	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	67.20
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0771	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	80.20
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0781	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	94.36
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0791	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	109.33
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0801	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	74.64
	2	7 PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	55010	Prekindergarden	424001	Worker's Compensation	0811	15001	Grants Program	SDMC4	4930700372	5500000000	BT1 Budget load- 0372 Salaries and Benefits $247,500	0000084370	111.45
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		12482	Take Stock in Children				BT1 PR12482 Take Stock in children; Jan 23 fingerprinting	0000084593	(391.25)
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	439001	Other Purchased Services	9322	12482	Take Stock in Children				BT1 TSIC Pr12482 Jan 23 fingerprinting	0000084594	391.25
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9799	00000	Discretionary				Reserve Release - FLDOE 3rd Calc Review	0000084643	(2,420,743.97)
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9799	00000	Discretionary				Reserve Release - FLDOE 3rd Calc Review	0000084643	(644,611.96)
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416101	NB Support Regular Pay	9799	00000	Discretionary				Reserve Release - FLDOE 3rd Calc Review	0000084643	(230,437.75)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	339901	Other Miscellaneous State Reve		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(266.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(1,251,401.20)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14719	STEM Referendum, K-5				Rev Rec Jan 2023 Revenue	0000085080	(17,138.61)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14720	REF, Instructional Staff				Rev Rec Jan 2023 Revenue	0000085080	(64,034.35)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14721	REF, AFSCME/Nonbargaining				Rev Rec Jan 2023 Revenue	0000085080	(8,789.03)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14722	REF, SAMP/School Administrator				Rev Rec Jan 2023 Revenue	0000085080	(7,533.45)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14723	REF, Paraprofessionals				Rev Rec Jan 2023 Revenue	0000085080	(6,277.88)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14724	REF, Charter Schools				Rev Rec Jan 2023 Revenue	0000085080	(19,273.08)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14726	REF, Nonbargaining				Rev Rec Jan 2023 Revenue	0000085080	(2,511.15)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343301	Net Incr/Decr in Fair Value		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(104,409.71)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346101	Adult Gen Ed Course Fees	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Rec Jan 2023 Revenue	0000085080	(39,815.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346201	Postsecondary Career Certifica	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Rec Jan 2023 Revenue	0000085080	50,279.88
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346301	Con't Workforce Ed Course Fees	0211	14696	MTC Communit Training Center				Rev Rec Jan 2023 Revenue	0000085080	12,496.73
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346401	Capital Improvement Fees	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Rec Jan 2023 Revenue	0000085080	(10,464.88)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346501	Postsecondary Lab Fees	0211	14829	MTC Postsecondary Cert Fees				Rev Rec Jan 2023 Revenue	0000085080	(84.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346601	Lifelong Learning Fees	0211	14807	MTC Local Community Education				Rev Rec Jan 2023 Revenue	0000085080	(130.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346701	GED Testing Fees	0211	14827	MTC GED Student Fees				Rev Rec Jan 2023 Revenue	0000085080	(2,088.75)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346901	Other Student	0211	14696	MTC Communit Training Center				Rev Rec Jan 2023 Revenue	0000085080	(8,874.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346901	Other Student	0211	14829	MTC Postsecondary Cert Fees				Rev Rec Jan 2023 Revenue	0000085080	(16,704.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	347901	Other Schools, Courses and Cla	0211	14696	MTC Communit Training Center				Rev Rec Jan 2023 Revenue	0000085080	(2,740.73)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349101	Bus Fees		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(7,904.54)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349201	Transportation Services Render		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(7,306.88)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349301	Sale of Junk		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(4,576.90)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349401	Receipt of Federal Indirect Co		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(19,398.80)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(14,474.06)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		14891	Teacher Certification Fees				Rev Rec Jan 2023 Revenue	0000085080	(11,783.75)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources	0211	14696	MTC Communit Training Center				Rev Rec Jan 2023 Revenue	0000085080	(882.00)
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349505	Employment Fee PR		14891	Teacher Certification Fees				Rev Rec Jan 2023 Revenue	0000085080	4,861.20
	2	7 KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349506	FIngerprint Fee PR		13692	Fingerprint Fees				Rev Rec Jan 2023 Revenue	0000085080	(9,875.09)
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9799	14720	REF, Instructional Staff				Rev Rec Jan 2023 Exp	0000085083	64,034.35
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	9799	14723	REF, Paraprofessionals				Rev Rec Jan 2023 Exp	0000085083	6,277.88
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	9799	14724	REF, Charter Schools				Rev Rec Jan 2023 Exp	0000085083	19,273.08
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	14719	STEM Referendum, K-5				Rev Rec Jan 2023 Exp	0000085083	17,138.61
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439002	Printing	9310	00000	Discretionary				Rev Rec Jan 2023 Exp	0000085083	266.00
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	53500	Instruction-Career&TechnicalED	473001	Dues and Fees	0211	14829	MTC Postsecondary Cert Fees				Rev Rec Jan 2023 Exp	0000085083	16,788.00
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	54010	Adult General	451001	Supplies	0211	14827	MTC GED Student Fees				Rev Rec Jan 2023 Exp	0000085083	2,088.75
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	59010	Other Instruction	451001	Supplies	0211	14807	MTC Local Community Education				Rev Rec Jan 2023 Exp	0000085083	130.00
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411101	Adm/Direct Regular Pay	9799	14722	REF, SAMP/School Administrator				Rev Rec Jan 2023 Exp	0000085083	7,533.45
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416101	NB Support Regular Pay	9799	14726	REF, Nonbargaining				Rev Rec Jan 2023 Exp	0000085083	2,511.15
	2	7 KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77310	Personnel Services	439001	Other Purchased Services	9534	14891	Teacher Certification Fees				Rev Rec Jan 2023 Exp	0000085083	6,922.55

General Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	431001	Prof & Technical Services	9514	00000	Discretionary				Rev Rec Jan 2023 Exp	0000085083	7,306.88
2	7	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416201	B Support Regular Pay	9799	14721	REF, AFSCME/Nonbargaining				Rev Rec Jan 2023 Exp	0000085083	8,789.03
2	7	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Correction to Daily Receipt Journal ID %82209 for 12.12.22	0000084005	250.80
																				(4,035,803.14)

Health Insurance Fund
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(8,444,558)	(8,444,558)	-	0.00%	
30X	Revenue	(47,461,000)	(47,461,000)	-	0.00%	
30X	Transfer In	(7,100,000)	(7,100,000)	-	0.00%	
77X	Central Services	52,249,178	52,249,178	-	0.00%	
9XX	Unappropriated Fund Balances	10,756,380	10,756,380	-	0.00%	

Workers Comp
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(2,266,182)	(2,266,182)	-	0.00%	
30X	Revenue	(2,570,000)	(2,570,000)	-	0.00%	
77X	Central Services	2,978,743	2,978,743	-	0.00%	
9XX	Unappropriated Fund Balances	1,857,438	1,857,438	-	0.00%	

Trust Agency
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(945,156)	(945,156)	-	0.0%	
30X	Revenue	(664,558)	(714,028)	(49,470)	7.4%	1
5XX	Instructional	1,527,564	1,573,483	45,920	3.0%	
61X	Pupil Personnel Services	52,996	52,918	(78)	-0.1%	
63X	Instruction and Curriculum Development	1,250	1,328	78	6.2%	2
64X	Instructional Staff Training Services	-	-	-	n/a	
72X	General Administration (Super)	50	15,150	15,100	30200.0%	3
77X	Central Services	12,804	12,804	-	0.0%	
91X	Community Services	-	3,500	3,500	n/a	4
9XX	Unappropriated Fund Balance	15,050	-	(15,050)	-100.0%	5

Trust Agency Fund
January 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	7	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	349501	Other Misc Local Sources	9305	00000	Discretionary				Daily Reciepts 1.30.23	0000084328	(3,500.00)
1	7	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	349501	Other Misc Local Sources		00000	Discretionary				Rev Rec Jan 2023 Revenue	0000085080	(50.00)
1	7	KK_REV_BUD	SDMC1	Adjustment	Posted	85001	Financial Aid Fee Trust	30000	Revenue	346801	Financial Aid Fees	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Rec Jan 2023 Revenue	0000085080	(20,931.97)
1	7	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	349501	Other Misc Local Sources	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Rec Jan 2023 Revenue	0000085080	(24,988.00)
																				(49,469.97)
2	7	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship I	63010	Instruction and Curriculum Dev	464201	Non-Capitalized FF&E	9305	36028	Project Heart				Moving Budget to purchase standing desk converter for homeless staff member	0000083175	**77.73**
3	7	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	72010	General Administration (Super)	473001	Dues and Fees	9611	00000	Discretionary				Donations to Expenditure Bgt	0000083938	15,050.00
3	7	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	72010	General Administration (Super)	451001	Supplies	9611	00000	Discretionary				Rev Rec Jan 2023 Exp	0000085083	50.00
																				15,100.00
4	7	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	91010	Community Services	459001	Other Materials and Supplies	9305	00000	Discretionary				Daily Receipts 1.30.23	0000084327	**3,500.00**
5	7	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	72010	General Administration (Super)	473001	Dues and Fees	9611	00000	Discretionary				Donations to Expenditure Bgt	0000083938	**15,050.00**

Special Revenue
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(44,097,718)	(44,508,091)	(410,373)	0.9%	
5XX	Instructional	24,445,510	24,542,568	97,058	0.4%	
61X	Pupil Personnel Services	2,825,665	2,962,902	137,237	4.9%	1
63X	Curriculum	8,408,807	8,423,072	14,265	0.2%	
64X	Instructional Staff Training	6,638,155	6,794,454	156,299	2.4%	
65X	Instructional Technology	(7,393)	77,255	84,648	-1145.0%	2
72X	General Admin Superintendent	1,518,634	1,524,602	5,969	0.4%	
73X	School Administration	2,722	2,722	-	0.0%	
75X	Fiscal Services	128,348	44,000	(84,348)	-65.7%	3
77X	Central Services	222,015	221,260	(755)	-0.3%	
78X	Transportation	(1,451,254)	(1,451,254)	-	0.0%	
79X	Operation of Plant	(1,483,965)	(1,483,965)	-	0.0%	
82X	Administrative Technology	(673,152)	(673,152)	-	0.0%	
97X	Transfers	3,523,627	3,523,627	-	0.0%	

Special Revenue
January 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	431001	Prof & Technical Services	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000083105	(1,750.00)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433003	Out of County Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000083105	200.00
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433005	Out of State Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000083105	1,550.00
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	431001	Prof & Technical Services	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Exp for CBITS Train	0000083225	3,695.70
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	459001	Other Materials and Supplies	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Exp for CBITS Train	0000083225	(3,695.70)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0411	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A Multiple CC to	0000083357	6.78
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0421	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A Multiple CC to	0000083357	57.60
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0601	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A Multiple CC to	0000083357	302.52
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Multiple Cost Centers	0000083519	131.93
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Multiple Cost Centers	0000083519	23.54
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Multiple Cost Centers	0000083519	8.73
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Multiple Cost Centers	0000083519	1.32
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0521	15001	Grants Program	SDMC4	4930504323	6159000000	Tillman Transferring Funds fro	0000083543	3,000.00
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433001	Local Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000084013	(329.24)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433003	Out of County Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000084013	2,626.54
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433005	Out of State Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000084013	2,000.00
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	439002	Printing	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000084013	(2.56)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	459001	Other Materials and Supplies	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000084013	(4,294.74)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Part A Cvr Negatives	0000084018	(250.00)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III Part A ESOL Cvr Nega	0000084021	(27.98)
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social Work	413401	Other Cert Regular Pay	9318	15001	Grants Program	SDMC4	4931804543	6110000000	LIFT Project - Year I Budget	0000084191	45,852.75
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social Work	421103	Retirement System	9318	15001	Grants Program	SDMC4	4931804543	6110000000	LIFT Project - Year I Budget	0000084191	5,461.06
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social Work	422001	FICA	9318	15001	Grants Program	SDMC4	4931804543	6110000000	LIFT Project - Year I Budget	0000084191	3,507.74
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social Work	423101	Health & Hospitalizations	9318	15001	Grants Program	SDMC4	4931804543	6110000000	LIFT Project - Year I Budget	0000084191	6,075.49
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social Work	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4931804543	6110000000	LIFT Project - Year I Budget	0000084191	100.88
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61110	Attendance and Social Work	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4931804543	6110000000	LIFT Project - Year I Budget	0000084191	458.53
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61510	Parental Involvement	459001	Other Materials and Supplies	9318	15001	Grants Program	SDMC4	4931804543	6150000000	LIFT Project - Year I Budget	0000084191	4,000.00
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	411201	Other SAMP Regular Pay	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	48,857.25
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	421103	Retirement System	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	5,818.90
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	422001	FICA	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	3,737.58
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	423101	Health & Hospitalizations	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	6,473.57
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	107.49
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	488.57
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	439001	Other Purchased Services	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	2,100.00
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	439002	Printing	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	200.00
1	7	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	451001	Supplies	9318	15001	Grants Program	SDMC4	4931804543	6190000000	LIFT Project - Year I Budget	0000084191	612.55
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Part C - Cvr Negative	0000084484	(5.00)
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I, Part C - Cvr Negative	0000084484	35.35
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	439002	Printing	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Part A - Cvr Negative	0000084549	100.00
1	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	415102	Teacher Aides Overtime Pay	0671	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Payroll Lines	0000084957	-
																				137,237.15
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	60,560.07
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	7,212.70
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	4,632.85
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	11,203.61
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	133.23
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	605.60
2	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	65010	Instruction-Related Technology	439002	Printing	9305	15001	Grants Program	SDMC4	4930504113	6500000000	Title IV Part A - Approved Bud	0000085129	300.00
																				84,648.06
3	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	7500000000	Title IV Part A - Approved Bud	0000085129	(60,560.07)
3	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	7500000000	Title IV Part A - Approved Bud	0000085129	(7,212.70)
3	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	7500000000	Title IV Part A - Approved Bud	0000085129	(4,632.85)
3	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	7500000000	Title IV Part A - Approved Bud	0000085129	(11,203.61)
3	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504113	7500000000	Title IV Part A - Approved Bud	0000085129	(133.23)
3	7	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	7500000000	Title IV Part A - Approved Bud	0000085129	(605.60)
																				(84,348.06)

Food Service Fund
January 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,771,125)	(12,771,125)	-	0.00%	
30X	Revenue	(33,878,684)	(33,878,934)	(251)	0.00%	
76X	Food Services	33,676,166	33,676,166	-	0.00%	
81X	Maintenance of Plant	251	-	(251)	-100.00%	1
9XX	Unappropriated Fund Balances	12,973,392	12,973,893	502	0.00%	

Food Service Fund
January 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	7	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	41001	Food Services	81350	Energy & Recycling	451001	Supplies	9512	00000	Discretionary				Correction to Daily Receipt Journal ID %82209 for 12.12.22	0000084005	(250.80)

AGENDA ITEM NO. 14.2

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on May 9, 2023

Executive Summary
The purpose of the requested amendments is to update the following School Board policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 1210/3210/4210 - Standards of Ethical Conduct (Revised)

Policy 1213 - Student Supervision and Welfare (Revised)

Policy 2111 - Parent and Family Involvement in the School Program (Revised)

Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)

Policy 2416 - Student Privacy and Parental Access to Information (Revised)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

Policy 3120 - Employment of Instructional Personnel (Revised)

Policy 6480 - Expenditures (Revised)

Policy 8320 - Records Management (Revised)

Policy 8600 - Transportation (Revised)

Policies will be electronically published, hyperlinked and keyword searchable.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2022).

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

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

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of advertising a notice of intent to amend School Board Policies

and setting a Public Hearing at the Board Meeting on May 9, 2023.

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 2022-2023.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
2023-3-28 Policies for May 9, 2023 Public Hearing

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on May 9, 2023

Policy 1210/3210/4210 - Standards of Ethical Conduct (Revised)

- The revisions to these policies are the result of new language included in F.A.C. Rule 6A-10.081. F.A.C. Rule 6A-10.081 now mandates that teaching certificate holders shall not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity. Moreover, the amendments to the rule expand the definition of discrimination to include subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

Policy 1213 - Student Supervision and Welfare (Revised)

- The revisions to Policy 1213 are intended to clarify that administrators may withhold information about a student's mental, emotional, or physical health or well-being from a parent if a reasonably prudent person would believe that the disclosure would result in abuse, abandonment, or neglect, as those terms are defined in F.S. 39.01.

Policy 2111 - Parent and Family Involvement in the School Program (Revised)

- The technical revision to this policy relates to a citation to Title I.

Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)

- Policy 2271 has been revised to update language regarding statutory eligibility for students to participate in postsecondary enrollment programs, rename "Collegiate High School Program" to "Early College Program" to remain consistent with Florida Statutes, delete outdated language, and add provisions addressing the benefits, risks, and consequences of participating in postsecondary programs.

Policy 2416 – Student Privacy and Parental Access to Information (Revised)

- The revisions to this policy are the result of amended Rule 6A-1.0955 F.A.C.

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

- The revisions to Policies 2520 are the result of SB 1048, SB 2524.

Policy 3120 - Employment of Instructional Personnel (Revised)

- F.S. 1012.57(1) requires that School Boards adopt rules to allow for the issuance of an adjunct teaching certificate to any applicant who fulfills the requirements of Florida law and who has expertise in the subject area to be taught.

Policy 6480 - Expenditures (Revised)

- The proposed revisions to Policy 6480 involve incorporating language from F.S. 106.113 (Expenditures by local governments) permitting School Districts and persons acting on behalf of a School District to report on official actions of the School Board/School District in an accurate, fair, and impartial manner.

Policy 8320 - **Records Management (Revised)**

- The proposed revisions to Policy 8320 (1) replace "Bureau of Archives and Records Management" with "Division of Library and Information Services in the Department of State" and (2) update language regarding the School Board's Records Retention Schedule.

Policy 8600 - **Transportation (Revised)**

- Policy 8600 has been revised to incorporate revisions to F.A.C. Rule 6A-3.0121 regarding Individualized Seizure Action Plans. Policy 8600 has also been updated to add language regarding statutorily-required CPR and first-aid training.

1210 - **STANDARDS OF ETHICAL CONDUCT**

For purposes of this policy, the term administrator means all certificated and non certificated administrators.

Administrators shall be guided by and adhere to the following ethical principles:

A. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The administrator's primary professional concern will always be for the student and for the development of the student's potential. The administrator will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The administrator strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District administrators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or the other penalties as provided by law, as well as disciplinary action, including but not limited to termination of employment.

A. An administrator's obligation to the District requires that the District administrator shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

6. not intentionally expose a student to unnecessary embarrassment or disparagement;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believes any of the concept listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage;

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

11. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

12. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

13. not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)

14. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no administrator shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

15. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)

16. maintain honesty in all professional dealings;

17. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

18. not interfere with a colleague's exercise of political or civil rights and responsibilities;

19. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

20. not make malicious or intentionally false statements about a colleague;

21. not use coercive means or promise special treatment to influence professional judgments of colleagues;

22. not misrepresent one's own professional qualifications;

23. not submit fraudulent information on any document in connection with professional activities;

24. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

25. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

26. provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

27. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;

28. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges a criminal offense other than a minor traffic violation;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory.

    In addition, administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and F.S. 943.059(4)(c).

29. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

30. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

31. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice;

32. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

B. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 1129, Conflict of Interest)

C. All District administrative staff members shall adhere to the principles enumerated above.

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/13/18
Revised 12/11/18
Revised 9/28/21

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3210 - **STANDARDS OF ETHICAL CONDUCT**

Instructional staff members shall be guided by and adhere to the following ethical principles:

A. The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District instructional staff shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual's teaching certificate, or the other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

A. Obligation to the student requires that the District instructional staff member:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

2. not unreasonably restrain a student from independent action in pursuit of learning.

3. not unreasonably deny a student access to diverse points of view.

4. not intentionally suppress or distort subject matter relevant to a student's academic program.

5. not intentionally expose a student to unnecessary embarrassment or disparagement.

6. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity.

7. not intentionally violate or deny a student's legal rights.

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

9. not exploit a relationship with a student for personal gain or advantage.

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

B. Obligation to the public requires that the District instructional staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

3. not use institutional privileges for personal gain or advantage. (see also Policy 3129, Conflict of Interest)

4. accept no gratuity, gift, or favor that might influence professional judgment. (see also Policy 3129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no instructional staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

5. offer no gratuity, gift, or favor to obtain special advantages.

C. Obligation to the profession of education requires that the District instructional staff member shall:

1. maintain honesty in all professional dealings.

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.

5. not make malicious or intentionally false statements about a colleague.

6. not use coercive means or promise special treatment to influence professional judgments of colleagues.

7. not misrepresent one's own professional qualifications.

8. not submit fraudulent information on any document in connection with professional activities.

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.

13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation.

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

D. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 3129, Conflict of Interest)

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

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Furthermore, the School Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

Support staff members shall be guided by and adhere to the following ethical principles:

A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

All District support staff members shall comply with the following disciplinary principles.

A. Obligation to the student requires that the District support staff member shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally expose a student to unnecessary embarrassment or disparagement;

6. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage.

B. Obligation to the public requires that the District support staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

2. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

3. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

4. not use institutional privileges for personal gain or advantage; (see also Policy 4129, Conflict of Interest)

5. accept no gratuity, gift, or favor that might influence judgment; (see also Policy 4129, Conflict of Interest)

   (NOTE: Pursuant to F.S. 112.313, no support staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

6. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 4129, Conflict of Interest)

C. Obligation to the profession of education requires that the District support staff member shall:

1. maintain honesty in all dealings;

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

3. not interfere with a colleague's exercise of political or civil rights and responsibilities;

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

5. not make malicious or intentionally false statements about a colleague;

6. not use coercive means or promise special treatment to influence professional judgments of colleagues;

7. not misrepresent one's own professional qualifications;

8. not submit fraudulent information on any document in connection with professional activities;

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

10. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, District support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

11. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

12. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)

All District support staff members shall adhere to the principles enumerated above.

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/13/18
Revised 9/28/21

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1213 - **STUDENT SUPERVISION AND WELFARE**

Each administrator shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include, but are not limited to, the following:

A. An administrator shall report immediately any accidents or safety hazards about which s/he is informed or detects to his/her supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.

B. An administrator shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to their supervisor and any applicable local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious and Potential Threats to Schools*.

C. An administrator shall require staff under his/her supervision to provide proper instruction in safety matters as presented in assigned course guides.

D. An administrator shall not send students on any nonschool-related errands.

E. An administrator shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.

F. An administrator shall notify the parent of a student if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and in the school's ability to provide a safe and supportive learning environment for the student. Notice shall be made as soon as reasonably possible. The administrator shall make a good faith effort to speak with the parent either in person or by telephone, with follow-up written notice by e-mail or U.S. mail.

Exception - Withholding of Information

An administrator is permitted to withhold information about a student's mental, emotional, or physical health or well-being from the parent is a reasonably prudent person would believe that the disclosure would result in abuse, abandonment, or neglect, as those are defined in F.S. 39.01. When information is withheld from a parent on this basis, the specific circumstances should be documented in the student's record (F.S. 1001.42(8)(c)2.)

Regardless of whether an administrator withholds information set forth herein, pursuant of State law, any administrator who knows or has reasonable cause to suspect that a child or student has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, adult, or other person responsible for the child's welfare, is required to report such knowledge or suspicion to the Florida Department of Children and Families via the central abused hotline at 1-800-96-ABUSE (1800-962-2873) or via face, web-based chat, or web-based report.

G. An administrator may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

H. An administrator shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

I. An administrator shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An administrator who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

J. An administrator shall not disclose personally identifiable information about a student to third persons unless specifically authorized by law or the student's parent(s) to do so.

K. An administrator who is transporting a student should not do so unless accompanied by another adult.

L. A student shall not be required to perform work or services that may be detrimental to his/her health.

M. Administrators are discouraged from engaging students in social media and online networking media, including but not limited to such as Facebook, Twitter, Snapchat, Instagram, etc.

N. Administrators are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.

Since most information concerning a child in school is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State, each administrator shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

Revised 10/23/18
Revised 8/11/20
Revised 1/25/22
Revised 9/13/22

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2111 - **PARENT AND FAMILY INVOLVEMENT IN THE SCHOOL PROGRAM**

The School Board recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA), defines the term "parent" to include a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare). This definition in consistent with F.S. 1000.21, which defines the term "parent" as "either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent".

For purposes of this policy, the term "family" is used in order to include a child's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members and responsible adults who play a significant role in providing for the well-being of the child.

In cultivating partnerships with families and communities, the Board is committed to the following:

A. **Relationships with Families**

1. cultivating school environments that are welcoming, supportive, and student-centered;
2. providing professional development for school staff that helps build partnerships between families and schools; [2,3]
3. providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; [2,3]
4. providing coordination, technical support, and other support to assist schools in planning and implementing family involvement activities. [3]

B. **Effective Communication**

1. providing information to families to support the proper health, safety, and well-being of their children;
2. providing information to families about school policies, procedures, programs, and activities; [2,3]
3. promoting regular and open communication between school personnel and students' family members;
4. communicating with families in a format and language that is understandable, to the extent practicable; [2,3]
5. providing information that will enable families to encourage and support their child(ren)'s academic progress, especially in the area of reading; [1]
6. providing information that will enable families to encourage and support their child(ren)'s citizenship, especially social skills and respect for others; [1]
7. providing information that will enable families to encourage and support their child(ren)'s realization of high expectations and setting life-long learning goals; [1]
8. providing information and involving families in monitoring student progress; [3]
9. providing families with timely and meaningful information regarding Florida's academic standards, State and local assessments, and pertinent legal provisions; [2,3]
10. preparing families to be involved in meaningful discussions and meetings with school staff. [2,3]

C. **Volunteer Opportunities**

1. providing volunteer opportunities for families to support their children's school activities; [1,3]

2. supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. [3]

D. **Learning at Home**

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school; [1,2,3]

2. working with families to establish learning goals and help their children accomplish these goals; [1]

3. helping families to provide a school and home environment that encourages learning and extends learning at home. [1,2]

E. **Involving Families in Decision Making and Advocacy**

1. involving families as partners in the process of school review and continuous improvement planning; [3]

2. involving families in the development of its District-wide parent involvement policy and plan, and distributing the policy and plan to families. [2,3]

F. **Collaborating with the Community**

1. building constructive partnerships and connecting families with community-based programs and other community resources; [2,3]

2. coordinating and integrating family involvement programs and activities with District initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development. [2,3]

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans. The plan will provide for annual evaluation, with the involvement of parents and families, of the plan's effectiveness and identification of barriers to participation by parents and families. Evaluation findings will be used in the annual review of the Parent and Family Involvement policy and to improve the effectiveness of the District plan.

Pursuant to State law, the Superintendent shall develop and annually disseminate a parent guide to successful student achievement, consistent with the guidelines of FLDOE, which address what parents need to know about their child's educational progress and how parents can help their child(ren) achieve in school.

[1]Indicates Florida Statutory Requirements
[2]Indicates IDEA 2004 Section 650 & 644 parent involvement requirements
[3]Indicates Title I ~~Section 1118~~ parent involvement requirements in Subpart 1 - Basic Program Requirements

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Postsecondary Enrollment Programs

The School Board recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities. The Superintendent will annually develop/revise articulation agreements jointly with postsecondary institutions to provide a comprehensive articulated acceleration program including, but not limited to, dual enrollment and early admission programs.

~~The Board will approve participation by high school students~~ Students in grades ~~11 and 12~~6 through 12 ~~who meet the State Board of Education's criteria, to~~ who meet eligibility criteria established under Florida law and by the State Board of Education may enroll in approved postsecondary programs while in attendance in the District. Secondary students participating in Career and Career Certificate Dual Enrollment will have the opportunity to earn industry certification. All Career Dual Enrollment courses under the Career Dual Enrollment Articulation Agreement will be weighted equally as Advanced Placement (AP) courses and will count towards high school graduation. (F.S. 1007.271(21)(c))

No minor student may participate without the written consent of their parent(s) and /or legal guardian(s). ~~parents and both the high school principal and postsecondary principal~~.

Annually, all secondary school students and their parents shall be informed of the options available to ~~the~~ students for all dual enrollment programs (as an educational option and mechanism for acceleration) and eligibility requirements.

~~The postsecondary education institution will assign~~Postsecondary institutions are responsible for assigning a letter grade for ~~the~~ each student's work in ~~the~~their enrolled course~~, and the~~ The District ~~will be~~is responsible for posting dual enrollment course grades as assigned by the postsecondary institution to ~~the~~ high school transcripts. The Superintendent shall also establish procedures for the proper entry on a student's transcript and other records of his/her participation in a postsecondary program.

The District may~~shall~~ deny high school credit for any portion of postsecondary courses which are taken during the period of a student's expulsion. Any District student who is expelled is not eligible for enrollment or continuation in postsecondary courses during the period of expulsion except as determined by mutual agreement between the District and the college or university. A student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

~~Collegiate High School~~ Early College Program

The Board, in conjunction with Florida College System institutions, shall establish one (1) or more ~~collegiate~~ early college structured high school accelerated programs. When creating ~~a collegiate high school~~an early college program, the Board shall execute a contract with a local Florida College System institution that contains all the requirements set forth in F.S. 1007.273. The program shall be established a mutually agreeable location. Each contract must be executed by January 1st of each school year for implementation during the next school year.

The Board may execute a contract to establish ~~a collegiate high school~~an early college program with a State university or an institution that is eligible to participate in the William L. Boyd, IV, Florida Resident Access Grant Program, that is a nonprofit independent college or university located and chartered in this State, and that is accredited ~~by the Commission on Colleges of the Southern Association of Colleges and Schools~~an accrediting agency approved by the State Board of Education to grant baccalaureate degrees. Such university or institution must meet the requirements specified under F.S. 1007.273.

~~Collegiate high school programs in the District shall provide an option for participating public school students in grades 11 or 12 for at least one (1) full year to earn Career and Professional Education (CAPE) industry certifications pursuant to F.S. 1008.44 and to successfully complete thirty (30) credit hours through the dual enrollment program under F.S. 1007.271 toward the first year of college for an associate degree or baccalaureate degree while enrolled in the program.~~

Students participating in ~~a collegiate high school~~an early college program must enter into a student performance contract which must be signed by the student, the parent, and a representative of the District and the applicable Florida College System institution, State university, or other institution participating pursuant to State law. The performance contract shall include the schedule of courses, by semester, and industry certifications to be taken by the student, student attendance requirements, and course grade requirements.

Potential Benefits, Risks, and Consequences of Participation in Postsecondary Programs

The potential benefits of participating in postsecondary programs include the following:

A. expanded curriculum offerings;

B. opportunities to study in more depth those areas of special interest or need;

C. opportunities to earn college credits while still in high school;

D. opportunities for financial support for taking college courses while still in high school; and,

E. opportunities to experience college-level work and life prior to making final decisions about whether and/or where to attend college.

The potential risks of participation in postsecondary programs include the following:

A. increased student responsibility for learning because of less instructional guidance;

B. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

C. increased financial obligations for tuition, books, materials, and fees, if college credit only is sought;

D. potential loss of after-school employment opportunities;

E. possible effect on grade point average and class standing;

F. possible delay of graduation;

G. increased time for travel, study, etc.; and,

H. exposure to mature subject matter and materials, including those of a graphic, explicit, violent, or sexual nature that will not be modified because of the student's participation.

Career Pathways Agreements Between Career Centers and Florida College System Institutions

Any career center operated by the Board with a service area that overlaps with another career center operated by a Florida college system institution will enter into a career pathways agreement. The career pathways agreement will:

A. outline certificate program completion requirements and any licenses or industry certifications that must be earned before enrolling in an associate degree program;

B. specify that articulated college credit will be awarded in accordance with the agreement upon initial enrollment in the associate degree program;

C. guarantee college credit toward an aligned associate degree program for students who graduate from a career center with a career or technical certificate and meet specified requirements in accordance with the terms of the agreement;

D. specify that regional agreements may not award less credit than the amount guaranteed through existing statewide articulation agreements.

On or before May 1st of each year, the Board will submit its career pathways agreements to the FLDOE.

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The School Board respects the privacy rights of parents and their children. No student shall be required, as a part of the school program or the District's curriculum, without prior written consent of the student (if an adult or an emancipated minor) or, if an unemancipated minor, his/her parents, to submit to or participate in any survey, analysis, or evaluation that reveals information concerning:

A. political affiliations or beliefs of the student or his/her parents;

B. mental or psychological problems of the student or his/her family;

C. sex behavior or attitudes;

D. illegal, anti-social, self-incriminating, or demeaning behavior;

E. critical appraisals of other individuals with whom respondents have close family relationships;

F. legally recognized privileged and analogous relationships, such as those of lawyers, physicians, and ministers;

G. religious practices, affiliations, or beliefs of the student or his/her parents; or

H. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).

The Superintendent shall establish procedures whereby parents may inspect any materials used in conjunction with any such survey, analysis, or evaluation.

Further, parents have the right to inspect, upon request, a survey or evaluation created by a third party before the survey/evaluation is administered or distributed by the school to the student. The parent will have access to the survey/evaluation within a reasonable period of time after the request is received by the building principal.

Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the District will provide the questionnaire or form to the parent and obtain the permission of the parent.

Restricted student information shall routinely be redacted from any survey prior to public release.

Additionally, parents have the right to inspect, upon request, any instructional material used as part of the educational curriculum of the student or used in a research or experimentation program in which the student is engaged. The parent will have access to the instructional material within a reasonable period of time after the request is received by the building principal. The term instructional material means instructional content that is provided to a student, regardless of its format, including printed and representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or assessments.

The Board will not allow the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

The Superintendent is directed to provide notice directly to parents of students enrolled in the District of the substantive content of this policy at least annually at the beginning of the school year, and within a reasonable period of time after any substantive change in this policy. In addition, the Superintendent is directed to notify parents of students in the District, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the administration of any survey by a third party that contains one or more of the items described in A through H above are scheduled or expected to be scheduled.

Parents have the right to inspect, upon request, any instrument used in the collection of personal information before the instrument is administered or distributed to the student. The parent will have access to the instrument within a reasonable period of time after the request is received by the building principal.

The term "personal information" means individually identifiable information including: a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; and a Social Security identification number.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following: (1) college or other postsecondary education recruitment, or military recruitment; (2) book clubs, magazines, and programs providing access to low-cost

literary products; (3) curricular and instructional materials used by elementary and secondary schools; (4) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments; (5) the sale by students of products or services to raise funds for school-related or education-related activities; and (6) student recognition programs.

For purposes of this policy, the term "parent" includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child).

The Florida State Board of Education amended Rule 6A-1.0955 F.A.C. and it became effective November 22, 2022. The purpose of these amendments is to protect student privacy when students are required to use online educational services or when school districts or charter schools contract with third-party vendors or service providers. The rule requires school districts to adopt procedures to review any online educational service that students or their parents are required to use as part of a school activity whether or not there is a written agreement governing students use, and whether or not the online educational service is free.

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Legal

F.S. 1002.22

20 U.S.C. 1232g

20 U.S.C. 1232h

34 C.F.R. Part 98

2520 - SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting **instructional core materials** (as defined in F.S. 1003.42) for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of District students.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all **instructional core materials** as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website

The Board will publish on its website, in a searchable format, a list of all instructional core materials, including those used to provide required instruction under Florida law.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. **The Board will purchase all instructional core materials as a separate line item on the regular (non- consent) agenda and will provide a reasonable opportunity for public comment.**

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages

2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.

3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.

4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.

5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted
items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as "unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra- curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;

2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School Library, or Included on a Reading List

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.
Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.

The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material. If the objection is not resolved to the objector's satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.

The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. If the objection is still not resolved to the objector's satisfaction, the matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. The decision of the Board shall be final.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who are reading below grade level and to improve the literacy skills of students in K-12~~score below a level 3 in the preceding year's statewide English Language Arts Assessment (ELA), or having a substantial reading deficiency~~. The District ~~school district~~ must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading~~in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student~~. The dDistrict must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. ~~However, for the 2021-2022 school year only, delivery may begin no later than December 31, 2021.~~ The dDistrict must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated or otherwise made available to students.

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3120 - **EMPLOYMENT OF INSTRUCTIONAL STAFF**

The School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with certified and competent personnel.

For purposes of this policy, instructional staff is defined as written in F.S. 1012.01.

The Superintendent shall also conduct employment history checks of all candidates for instructional staff positions. The employment history check shall include, but not be limited to, contacting any previous employer, reviewing each affidavit of separation from previous employers pursuant to FS 1012.31, and screening the candidate through the use of the screening tools described in State law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any instructional staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315, or if the candidate has been terminated or resigned in lieu of termination for sexual misconduct with a student.

A person is ineligible for educator certification or employment in any position that requires direct contact with students if the person is on the disqualification list maintained by the department pursuant to F.S. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C), would be ineligible for an exemption under F.S. 435.07(4)(c), or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to any of the felony offenses listed in F.S. 1012.315.

The Board shall approve employment, upon recommendation of the Superintendent.

Upon Board approval of employment, each instructional staff member shall execute a written contract as required by State law and Policy 3128 - Contracts: Instructional Personnel.

INSTRUCTIONAL PERSONNEL

Qualifications of instructional personnel shall be as required by law and Florida Administrative Code. To be eligible for appointment in any position in the District, a person must be of good moral character; must have attained the age of eighteen (18) years; and must, when required by law, hold a certificate or license issued under rules of the state Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the state as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity.

Any employee who does not achieve a passing score on any subtest of the general knowledge examination will be provided information regarding the availability of State-level and District-level supports and instruction to assist him/her in achieving a passing score. Such information will include, but is not limited to, State-level test information guides, School District preparation resources, and preparation courses offered by State universities and Florida college system institutions.

CERTIFICATION

A. State Certification

For purposes of this policy, "primary instructor" refers to any instructional employee of a Florida public school district who provides direct support in the learning process by planning, delivering, and evaluating instruction, including through virtual or blended environments, for all students during the entire class period.

Teachers who teach in classes for which FEFP funds are earned shall be certified teachers as defined in F.S. 1012.56 and the Florida State Board of Education Administrative Rule, F.A.C. 6A-1.0503 and 6A-1.0502.

B. In-Field

To be considered "in-field", a primary instructor must meet one of the following qualifications:

1. the teacher is assigned to a course covering subject matter for which the teacher holds a certificate per F.S. 1012.55; or

2. demonstrates sufficient subject matter expertise as determined by F.A.C. 6A-1.0503 (2ah).

F.S. 1012.42

C. District Certification

Nondegreed Vocational Certificate: It is the intent of the Board that nondegreed vocational instructional personnel possess the credentials, knowledge, and/or expertise necessary to provide quality education in the School District. The purpose of District certification is to provide evidence of instructional qualifications in order to protect the interest of students, parents, and the public. The requirements for District certification may be found in the Board Nondegreed Vocational Employment and Certification Procedures.

D. Adjunct Teaching Certificate:

The District may issue an adjunct teaching certificate to an instructional applicant who meets the requirements of s. 1012.56 (2) (a)-(f) and (10) and who has expertise in the subject area to be taught as evidenced by passing a subject area test.

Each adjunct teaching certificate is valid through the term of the annual contact between the educator and the District. An additional annual certification and an additional contract may be awarded by the District at the District's discretion but only if the applicant is rated effective or highly effective during each year of teaching under the adjunct teaching certificate.

The District ~~may~~shall issue an adjunct teaching certificate to any applicant who fulfills the requirements of State law and who has subject-area expertise in the subject to be taught. An applicant will be considered to have expertise in the subject matter to be taught if the applicant demonstrates sufficient subset-area mastery through passage of a subject - area test. An adjunct teaching certificate may be for a part-time or full-time teaching position; however, an adjunct teaching certificate issued for a full-time teaching position is valid for no more than three (3) years and is nonrenewable.

The District will post requirements on its website for the issuance of an adjunct teaching certificate, including the subject area test through which an applicant demonstrates subject area mastery, and shall annually report to the FLDOE the number of adjunct teaching certificates issued for part-time and full-time teaching positions pursuant to this provision.

The Board may revoke a District certificate for cause. The application fee for the District Vocational Certificate and the Adjunct Teaching Certificate shall be the same as a State-issued Educator's Certificate.

CERTIFICATED PERSONNEL

Any person employed in a position requiring certification shall possess a valid certificate issued pursuant to Florida law or issued by the Board and shall file said certificate with the Superintendent.

ALTERNATIVE CERTIFICATION

The alternative certification program is a competency-based program designed to expand the pool of educators to include non-education majors committed to making a positive impact on student achievement. The procedures for this program may be found in the District Alternative Certification Program.

LICENSED PERSONNEL

Speech pathologists, occupational therapists, physical therapists, and audiologists will receive contracts, salary, and benefits. To be eligible for employment these individuals must hold a license to practice in the State of Florida.

ADDITIONAL REQUIREMENTS FOR CORE AREA TEACHERS

All core area teachers employed by the District shall be certified in field. Core area teachers are defined in State and Federal law to include English, reading or language arts, mathematics, science, foreign languages, civic and government, economics, arts, history, and geography. This also includes Exceptional Student Education teachers who teach core area subjects.

Pursuant to Federal law, the specific requirements to attain in-field certification are established by the Florida Department of Education and are set forth in AP 3120.

The District must have a plan and show annual progress towards meeting these teacher qualification requirements.

Revised 12/10/19
Revised 7/27/21
Revised 5/24/22
Revised 12/13/22

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6480 - **EXPENDITURES**

Expenditures from District and all other funds available for the public school program shall be authorized by law and procedures prescribed by the School Board. The Board may permit expenditures to exceed the amount budgeted by function and object, provided the expenditure complies with F.S. 1011.09(4). Such an expenditure may be approved so long as the Board amends the budget and provides a full explanation of any amendments at the next scheduled Board meeting.

Furthermore, pursuant to State law, the District, or any person acting on behalf of the District, may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including State questions, that is subject to a vote of the electors.

This statutory prohibition applies to a communication initiated by the District, irrespective of whether the communication is limited to factual information or advocates for the passage or defeat of an issue, referendum, or amendment.

However, F.S. 106.113(2) permits the District, and any person acting on behalf of the District, to:

a. report on official actions of the Board/District in an accurate, fair, and impartial manner;

b. post factual information on the District's website or in printed materials;

c. host and provide information at a public forum;

d. provide factual information in response to an inquiry; and,

e. provide information as otherwise authorized or required by law.

Accounts Payable

The payment of purchase orders, contracts, invoices, and utilities shall be made in accordance with the approved budget and pursuant to State statutes.

Payroll

1. No payment shall be made except to properly authorized and approved personnel and shall begin at the time employment is authorized.

2. Payments shall be based upon a Board-adopted salary schedule for each position.

3. Employees shall be paid in accordance to their work calendar and the payroll schedule.

4. Salary adjustments shall be paid on a subsequent payroll period.

5. Principals and department heads shall be responsible for submitting accurate payroll records in accordance with established time schedules and procedures.

6. Employees shall be paid by direct deposit.

Overtime Payment
Authorization to work overtime must be by prior approval of the department head or principal.

If any financial conditions exist as set forth in Policy 6233, the Board will not make expenditures for travel outside of the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, while the financial conditions exist.

Revised 11/9/21
Revised 1/25/22
Revised 12/13/22
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8320 - **RECORDS MANAGEMENT**

The Superintendent is the officer charged by law with the responsibility of maintaining the office having public records and is the custodian thereof.

The ~~Bureau of Archives and Records Management~~Division of Library and Information Services

The ~~Bureau of Archives and Records Management~~Dicision of Library and Information Services in the Department of State (Division) establishes standards for controlling, retaining, destroying, and preserving public records. The Superintendent must adhere to these standards.

Records Management Responsibilities

The Superintendent has the responsibility to comply with State statutes, and designate a Records Management Liaison Officer (RMLO) for the District. The Records Management Liaison Officer functions as the primary point of contact between the District and the ~~Bureau of Archives and Records Management~~Division.

Records Retention Schedule

~~Each School District is required by law to submit a request for records retention to the Bureau of Archives and Records Management for all record series being used by the District~~The Superintendent will comply with applicable general records schedule(s) established by the Division. For any record series that is not covered by a general records schedule, the Superintendent will request from the Division a records retention schedule. Each records retention ~~schedule~~ request is analyzed by the ~~Bureau~~ Division to determine the document value and thus establish a period of time for which the documents are to be retained. In addition, the records retention ~~schedule~~ request is reviewed to determine whether the records merit further retention by the State in the Florida State Archives. Once approved by the ~~Bureau~~Division, the records retention schedule becomes the submitting District's official retention schedule for the record. The Records Management Liaison Officer has the responsibility of maintaining existing records retention schedules and submitting new and updated requests to the ~~Bureau~~Division.

Records Disposition/Destruction

The Superintendent shall develop administrative procedures regarding records disposition and destruction.

Report and Form Control Management Systems

The Superintendent shall also establish a reports and forms control management system. The designated Records Management Liaison Officer shall develop and operate the records and forms control management system. The School District's report control management system shall have a procedure for reviewing and disseminating reports to appropriate District staff; and the form control management system shall have a functional and current forms listing.

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8600 - **TRANSPORTATION**

It is the policy of the School Board to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law and the regulations of the State of Florida. Such laws and rules shall govern any question not covered by this policy.

Provisions for reciprocal agreements with contiguous school districts for school bus transportation services, inspections, and screening requirements shall be in accordance with Florida statute.

School buses shall be purchased, housed, and maintained by the District for the transportation of resident students between their home areas and the schools of the District to which they are assigned.

Students living more than two (2) miles from their home school will be eligible for District provided bus transportation. Students who attend school out of their home school zone will not be eligible for District provided transportation. Students shall board the bus at the nearest designated stop and will not enter or leave the bus at any other designated stop, except upon approval of the principal or principal's designee.

Students living within two (2) miles of school may be provided District bus transportation under the following conditions:

A. Permanently disabled students, whose Individual Education Plan requires special transportation.

B. Temporarily disabled students upon request and verification of disability and length of time of disability.

C. Elementary students in kindergarten through sixty grade who must walk through an area that meets the State criteria for hazardous walking conditions or area designated by the Board.

D. Elementary students residing within two (2) miles of their school may be provided bus transportation at the discretion of the Superintendent. This transportation will only be provided if seats are available on existing buses serving the school and the student gets to an established bus stop.

Parents of students who become or are determined to be non-eligible for school bus transportation shall be notified.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every resident student entitled to transportation services. The Superintendent is authorized to make any necessary changes in the approved route.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well being of the students while on a bus.

Duties and Responsibilities of the Director of Transportation

A. Counsel with school bus operators regarding safety and efficiency of service to schools and to make recommendations to them for improvement in service.

B. Recommend to the Superintendent the initial or continued employment of bus operators, and other transportation personnel.

C. Instruct school bus operators in procedures to be followed in conducting school bus emergency evacuation drills and confer with each Principal regarding scheduling, conducting, and documenting school bus evacuation drills. These procedures shall include a requirement that all operators of school buses transporting students, teachers, or chaperones on field and activity trips instruct all passengers in the locations and proper use of school bus emergency exits prior to each such trip.

D. Counsel with bus operators regarding operator responsibility and authority, as well as job performance.

The Director of Transportation shall consider the knowledge, skills, and abilities related to student

management techniques, as well as the characteristics of students with disabilities, when selecting or assigning operators and attendants for routes serving ESE students.

Duties and Responsibilities of the Principal

A. Assume responsibility under the direction of the Superintendent for all student disciplinary cases that arise in connection with transportation in accordance with Florida statutes, Florida State Board Rule, and the Student Code of Conduct.

B. Instruct students as a part of their safety program on the rules pertaining to student transportation, walking to and from school, bicycle, and other vehicle operations.

C. Develop at the school a parking policy for the safety of students, visitors, and staff while operating or parking personal vehicles on campus.

D. Conduct, at a minimum, during the first six (6) weeks of each semester, school bus evacuation drills, and maintain documentation for these drills.

E. Develop a plan for the supervision of transported students who arrive early or remain late.

F. Designate places for students to get on and off school buses at the school site, and provide supervision of the loading/unloading zone.

G. Provide instruction for all transported students in safe practices on and off the bus during the first six (6) weeks of the first semester of the school year.

H. Request authority in writing for transportation of students on field trips and activity trips, or other special trips, and to plan such trips in accordance with policies approved by the Board.

Duties and Responsibilities of the Bus Operator

A. Pass all required physical examinations and meet such requirements as may be prescribed by State law, State Board rules, or Board policy.

B. Be clean and neat in appearance, and to refrain from wearing shoes that are not securely held on the foot.

C. Refrain from use of tobacco while operating the bus, as well as the use of profane language in the presence of the students. Operators shall not use or be under the influence of alcohol, illicit drugs, or any substance that may impair the operator's alertness or performance while on duty. Operators shall not carry firearms while on Board property.

D. Prescribe, in cooperation with the Principal, the seating arrangements of students.

E. Report needed changes in school bus transportation to the Director of Transportation including, but not limited to, bus loads, bus deficiencies, road hazards, routes, and schedules.

F. Study and observe all laws, rules of the State Board, and policies of the Board relating to transportation.

G. Attend and participate in conferences and training classes for school bus operators, and be prepared at any time to pass successfully a reasonable examination concerning traffic laws, State and local transportation rules, and driving skills.

H. Require that transported students observe all rules prescribed by law, State Board rule, and the policies of the Board.

I. Maintain order and discipline, under the direction of the Principal, on the part of every passenger.

J. Permit students to leave the bus only at their assigned stop, except upon written authorization of the Principal.

K. Observe all procedures incorporated in the Florida Department of Education Basic School Bus Operator's Curriculum.

L. Instruct transported students in safe riding practices.

M. Require all passengers to remain seated and to keep aisles and exits clear.

N. Participate in emergency evacuation drills at least once each school semester under the direction of the Principal.

O. Use the bus, if it is publicly owned, only to transport students to and from school, except upon specific direction of the Superintendent or the Principal upon written authorization by the Superintendent.

P. Prepare immediately after every accident involving the bus or a school bus passenger an accident report to be filed with the Director of Transportation.

Q. Ascertain and ensure that all persons are off the bus before filling fuel tank.

R. Drive always at a safe speed and never in excess of the legally posted speed limit in business or residential districts, or fifty-five (55) miles per hour outside business or residential districts.

S. Cooperate with duly authorized school officials, mechanics and other personnel in the mechanical maintenance and repair of the bus, and in overcoming hazards that threaten the safety or efficiency of service.

T. Inspect the bus daily prior to the beginning of the first daily trip, and report any defect affecting safety or economy of operation immediately to authorized service personnel. The inspection shall include all items identified in the procedures related to the mandatory daily inspection in the Basic School Bus Operator Curriculum.

U. Keep the bus clean and neat at all times and not affix any stickers or other unauthorized items to the interior or exterior of buses.

V. Prepare reports, keep all records required, and otherwise assist school officials in mapping bus routes, planning schedules and in obtaining information for a continuous study of all phases of transportation service.

W. Wear a seat belt at all times when the bus is in operation.

X. Use roof-mounted white flashing strobe lights, if the bus is so equipped, whenever headlights are required to be used due to reduced visibility conditions pursuant to F.S. 316.217(1)(b), except that insufficient light due only to the time of day or night shall not require use of the strobe light.

Y. Report the following immediately to the Director of Transportation, Principal, or other designated officials:

1. misconduct on the part of any student while on the bus or under the operator's immediate supervision;

2. complaints requiring attention of school authorities;

3. any hazards arising that would offer either an actual or a potential threat to the safety of students in the operator's care;

4. causes for failure to maintain school bus time schedule; and

5. overloaded conditions on the bus that exceed the rated capacity of the bus.

Z. Perform a complete interior inspection of each bus after each run and trip to ensure no students are left on board.

AA. Maintain as far as practicable by patient and considerate treatment of parents a feeling of security in the safety of students transported.

The Superintendent shall require that bus operators, and attendants if used, are instructed as to their responsibilities for students who are transported at public expense as follows:

A. The operator or attendant of a bus transporting students shall remain with the bus so that students aboard will be under supervision at all times, except to call for assistance in case of an emergency or accident involving the students or bus.

B. In cases where a student with physical disabilities is unable to leave the area of a student stop without assistance, the school bus operator shall not assume responsibility for such assistance except in an emergency that threatens the safety of such student or students.

C. The operator and attendant (if used) shall be provided certified cardiopulmonary resuscitation (CPR) and first aid training ~~related to~~along with other required pre-service training prior to transporting students, and shall receive CPR and first aid refresher in-service training at least biennially; however, the operator and attendant (if used) shall not give medicine and shall limit ~~his/her~~their assistance to that which may normally be expected of a reasonable, prudent person or as specified in the student's Individual Educational Plan or Individualized Seizure Action Plan.

D. School bus operators and attendants (if used) shall receive information regarding each affected student's Individualized Seizure action Plan and appropriate training regarding how to provide recommended care if the student shows symptoms of the epilepsy or seizure disorder, in accordance with F.S. 1006.062. The student's parent and emergency contact information will also be provided to bus operators and attendants.

The Superintendent shall also require that bus operators and attendants are provided instructions, in writing, as to any special conditions or non-medical care which a student may need while on the bus.

Parents, guardians, and students shall be informed at least annually in writing of their responsibilities for the following:

A. to ensure the safe travel of their students during the portions of each trip to and from school and home when the students are not under the custody and control of the District, including during each trip to and from home and the assigned bus stop when the District provides bus transportation;

B. to ensure that students ride only on their assigned school buses and get off only at assigned bus stops, except when the District has approved, upon the request of the parent or guardian, alternative buses or arrangements;

C. to ensure students are aware of and follow the District's adopted Code of Student Conduct while the students are at school bus stops and provide necessary supervision during times when the bus is not present; and

D. to ensure that, when the physical disability of the student renders the student unable to get on and off the bus without assistance, the parent or guardian provides the necessary assistance to help the student get on and off at the bus stop, as required by District policy or the student's individual educational plan.

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AGENDA ITEM NO. 14.3

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval of Agreement for Purchase and Sale of Property from Rye Ranch, LLC

Executive Summary
Staff has negotiated the acquisition of an 18+/- acre parcel approximately 1.1 miles south of the intersection of Rutland Road and North Rye Road. The 18+/- acre site is being acquired for the intended construction of an elementary school. There is currently no road to the site; therefore, this Agreement is conditioned upon the seller making utility and roadway improvements to the site for the benefit of the School Board. Closing will occur after the completion of the improvements, which will be no later than December 31, 2024.

The sale price will be based on the average of two appraisals obtained during the feasibility period. The Agreement also includes provisions for the School District to complete due diligence and, if necessary, terminate the acquisition of the property based on the results of the due diligence or an unsatisfactory appraisal value.

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 Agreement for Purchase and Sale of Property from Rye Ranch, LLC.

Financial Impact
The financial impact will be based on the average value determined by two appraisals. The Agreement also requires an Earnest Money Deposit in the amount of $10,000.00. It is contemplated that in lieu of cash, Educational Impact Fee Credits may be utilized subject to approval by Manatee County Government.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
PSA Rye Ranch Elementary Agreement - revised March 24, 2023
MCSD Rye Ranch ES Location

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (this "Agreement") is entered into by and between **Rye Ranch, LLC,** a Florida limited liability company (hereinafter referred to as "SELLER"), and **The School Board of Manatee County, Florida,** a public body corporate (hereinafter referred to as the "SCHOOL BOARD"). SELLER and the SCHOOL BOARD may be hereinafter individually referred to as a "party" and collectively referred to as the "parties".

RECITALS

The parties have agreed that SELLER will sell to the SCHOOL BOARD, and the SCHOOL BOARD will purchase from SELLER, a tract of land for a future elementary school (the "Elementary School") initially serving no more than 900 students (the "Intended Use").

The site for the future elementary school is generally depicted on **Exhibit "A"** attached hereto (the "Elementary School Site" or the "Property") and is anticipated to be approximately 18 acres in size. However, the final size and configuration of the Elementary School Site will be determined as set forth in this Agreement.

AGREEMENT

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 – LEGAL DESCRIPTION

The Survey and Legal Description (as defined hereinafter) of the Elementary School Site will be prepared pursuant to **Article II, Section 9.** After such Survey and Legal Description is agreed upon by the parties as set forth in **Article II, Section 9,** the Survey and Legal Description shall be inserted into the Agreement as **Exhibit "A-R"** attached hereto. The Legal Description shall be the legal description utilized in the Deed. The Elementary School Site shall include: (i) all improvements of every nature whatsoever located in or on, or attached to, or used in connection with the Elementary School Site; (ii) all easements of record benefitting or encumbering the Elementary School Site; (iii) gores of land, streets, ways, alleys and passages located on the Elementary School Site; (iv) governmental entitlements as set forth in this Agreement; (v) mineral rights including rights of entry for the Elementary School Site; (vi) sewer rights, water rights, water courses and drainage rights as set forth in this Agreement;, and (vii) all other estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Elementary School Site.

ARTICLE II – TRANSFER OF ELEMENTARY SCHOOL SITE

SELLER agrees to transfer to the SCHOOL BOARD the Elementary School Site under the terms and conditions hereinafter set forth.

1. Conveyance. SELLER shall convey the Elementary School Site by Special Warranty Deed ("Deed") substantially in the form attached hereto as **Exhibit "B"** free and clear of all liens and encumbrances except matters of record, the Permitted Exceptions (as hereinafter defined) and the easements, if any, within fifteen feet (15') of the perimeter of the Elementary School Site reserved by Seller as set forth in the Deed. Possession of the Elementary School Site shall be delivered to the SCHOOL BOARD by SELLER at Closing (as defined hereinafter). SELLER makes no warranty or representation that any particular use is allowed on the Elementary School Site and the SCHOOL BOARD is accepting the Elementary School Site in its "AS IS, WHERE IS, WITH ALL FAULTS" condition without warranty or representation of SELLER except as expressly provided in the Agreement. The provisions of this **Article II Section 1** shall specifically survive Closing (as defined hereinafter).

2. Purchase Price. The purchase price for the Elementary School Site (the "Purchase Price") shall be determined by an appraisal process as set forth in **Article II Section 3** below. The Purchase Price shall be paid in cash at Closing or alternatively in lieu of cash, and at Purchaser's option and subject to the conditions set forth herein, SELLER has agreed to accept an Assignment of Educational Facilities Impact Fee Credits (the "Assignment of Educational Facilities Impact Fee Credits") in the amount of the Purchase Price in the form attached hereto as **Exhibit "C"**. SELLER is willing to accept the Assignment of Educational Facilities Impact Fee Credits provided the Educational Facilities Impact Fee Credits: (i) are freely assignable by SELLER to third parties subject only to the basic requirements of documentation for assignment by Manatee County; and (ii) able to be utilized by SELLER or SELLER'S assigns to obtain dollar-for-dollar credit against Educational Facilities Impact Fees assessed and collected by Manatee County on behalf of the School Board without geographic constraint. If, after reasonable diligence, SELLER is unable to obtain dollar-for-dollar credit against Educational Facilities Impact Fees assessed through Manatee County, or is otherwise unable to utilize the Educational Facilities Impact Fee Credits in the manner contemplated in this Agreement or the Assignment of Educational Facilities Impact Fee Credits, and SCHOOL BOARD is unable to cure such defect following ninety (90) days' written notice of same, then SCHOOL BOARD shall reimburse SELLER in cash on a dollar-for-dollar basis for any unused Educational Facilities Impact Fee Credits remaining under the Assigment of Educational Facilities Impact Fee Credits. The provisions of this Article II Section 2 shall specifically survive Closing.

3. Appraisal. The Purchase Price of the Elementary School Site shall be determined by the average of two (2) appraisals of the Elementary School Site by two MAI appraisers, with one selected and paid for by each of the parties hereto, which appraisers perform significant appraisal work in Manatee County, Florida. The appraisals and determination of the Purchase Price shall be performed and established no later than ninety (90) days following the Effective Date. The appraisals shall appraise the Elementary School Site as though the improvements to be made by Seller pursuant to this Agreement have already been made given the improvements will be completed prior to Closing. If either party, in either party's sole and absolute discretion, is not satisified with the Purchase Price as derived from the appraisal process set forth in this Section 3, either party may terminate this Agreement by written notice to the other within thirty (30) days of receipt of both of the appraisals set forth above.

4. Earnest Money. 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 Section 7** herein within five (5) business days after the Effective Date (as defined hereinafter). The Earnest Money Deposit shall be held by Escrow Agent and returned at Closing (as defined hereinafter), or otherwise distributed for costs in accordance with this Agreement.

5. Title Insurance. No later than ten (10) business days from the Effective Date (as defined hereinafter), SELLER shall deliver to the SCHOOL BOARD any existing survey of the Elementary School Site that is in the possession of SELLER. No later than forty five (45) days from the Effective Date (as defined hereinafter), the SCHOOL BOARD shall obtain a title insurance commitment, if desired ("Title Commitment") from a title insurance company (the "Title Company") of its choosing 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 Elementary School Site in the amount of the Purchase Price, free and clear of all liens and encumbrances ("title defects") except for those title defects that are acceptable to the SCHOOL BOARD, which shall be deemed a "Permitted Exception". A copy of the Title Commitment and all exceptions and other property data will be furnished to SELLER upon the SCHOOL BOARD's receipt of any of such documents. The SCHOOL BOARD shall pay all costs related to the title insurance commitment and policy. For so long as the The Elementary School Site is used for governmental purposes, the Elementary School Site shall be exempt from any private covenants, easements, conditions or restrictions including but not limited to HOAs, CDDs and/or stewardship or other special districts unless approved by School Board; provided, however, the SCHOOL BOARD shall be subject to any reasonable rules, regulations or requirements of any of the foregoing entities specifically related to any improvements or property (real or personal) owned by the foregoing entities which are utilized by the SCHOOL BOARD, the Elementary School Site or the guests, employees or students of the Elementary School.The provisions of this **Article II Section 5** shall specifically survive Closing.

6. Title Defect(s); Time for Curing. The SCHOOL BOARD shall, within ten (10) business days after its receipt of the Title Commitment, notify SELLER of any title defect(s) in the Title Commitment. SELLER shall have thirty (30) days after receipt of notice thereof to correct the title defect(s), provided that SELLER shall not be obligated to cure any title defect(s). If, at the expiration of said thirty (30) day period, SELLER has not corrected the title defect(s), the SCHOOL BOARD may, at its option and within five (5) business days after the expiration of said thirty (30) day period, either (i) accept title in the condition that it is then in or (ii) terminate this Agreement. Failure of the SCHOOL BOARD to elect, within said five (5) business days period, to accept title in the condition that it is then in, shall constitute its election to terminate this Agreement. SELLER may request and shall receive a thirty (30) day extension to the initial thirty (30) day period, provided it is taking reasonable efforts to correct any said title defect(s). School Board may extend its time to notify Seller of any title defect(s) in the Title Commitment until ten (10) days following the delivery of the proposed survey in **Article II Section 9**.

7. Feasibility Period.

The SCHOOL BOARD shall have one hundred eighty (180) days from and after the Effective Date (as defined hereinafter), unless otherwise extended as set forth below, in which to investigate the Elementary School Site for its suitability ("Feasibility Period"). Within ten (10) business days after the Effective Date (as defined hereinafter), SELLER shall provide or make available to SCHOOL BOARD with copies of all plans, testing, environmental studies, surveys, and permits for the Elementary School Site that are in the possession of SELLER. During the Feasibility Period, the SCHOOL BOARD, for any reason, or no reason, may elect to terminate this Agreement, in which event, this Agreement shall be null and void and of no further force and effect. Prior to the expiration of the Feasibility Period, the SCHOOL BOARD will notify SELLER in writing whether or not Elementary School Site is acceptable to the SCHOOL BOARD. Failure of the SCHOOL BOARD to notify SELLER prior to the expiration of the Feasibility Period shall be

deemed an acceptance of the Elementary School Site by the SCHOOL BOARD for feasibility purposes.

The SCHOOL BOARD shall have the right to extend the Feasibility Period for an additional sixty (60) days with written notice by the SCHOOL BOARD Superintendant to SELLER prior to expiration of the initial Feasibility Period.

If the SCHOOL BOARD terminates this Agreement during the Feasibility Period then the Earnest Money Deposit shall be returned by the Escrow Agent to the SCHOOL BOARD, provided no default exists. Following the expiration of the Feasibility Period, the Earnest Money Deposit shall be deemed nonrefundable to the SCHOOL BOARD except as otherwise expressly set forth in this Agreement.

8. Manatee County Approval. As a condition of Closing (as defined hereinafter), the SCHOOL BOARD must have received a determination of consistency with the Comprehensive Plan from Manatee County for the Elementary School Site as a public school site ("County Approval"). If necessary, such approval shall be sought through a joint application of the SCHOOL BOARD and SELLER, provided that SELLER shall not incur any costs related to County Approval.

The SCHOOL BOARD shall diligently pursue the receipt of such approval during the Feasibility Period. The SCHOOL BOARD will have until the completion of the Feasibility Period to secure County Approval. SELLER shall reasonably cooperate with the SCHOOL BOARD in the permitting process, including the reasonable execution of required applications at no cost to SELLER. In the event the SCHOOL BOARD does not secure County Approval during the Feasibility Period, this Agreement shall be null and void and of no further force and effect and the Earnest Money Deposit shall be returned to the SCHOOL BOARD by the Escrow Agent provided no default exists.

9. Survey. Within sixty (60) days of the end of the Feasibility Period set forth in **Article II Section 7**; the SCHOOL BOARD agrees to have a proposed ALTA survey and legal description of the Elementary School Site prepared and delivered to SELLER. The survey shall be certified to the SCHOOL BOARD, the Title Company, SELLER, and the SCHOOL BOARD's attorney. Prior to the end of the Feasibility Period, the parties shall agree in writing on the survey and legal description of the Elementary School Site (the "Survey and Legal Description"). In the event the parties are unable to agree in writing on the Survey and Legal Description prior to the end of the Feasibility Period, either party may terminate this Agreement whereby the Earnest Money shall be returned to SCHOOL BOARD and neither party shall have any further obligation hereunder except for those provisions which specifically survive termination of this Agreement. In the event the Survey and Legal Description discloses any encroachment upon the Elementary School Site or any other survey defect, such encroachment or defect shall be treated in the same manner as a title defect under **Article II Section 6** to the extent that the SCHOOL BOARD objects to such matters set forth in the Survey and Legal Description.

10. Improvements. The Closing (as hereinafter defined) is conditioned upon the Seller causing the completion of the following improvements (or the parties agreeing to a written agreement in the case of e. below) to the satisfaction of the School Board (the "Improvements"):

a.) Public potable water lines, sewer lines, and reclaimed water lines sized to serve the Intended Use shall be provided to the boundary of the Elementary School Site at no cost to SCHOOL BOARD.

b.) A public road adjacent to the Elementary School Site which connects to Golf Course Road and Road CC (or its successor), providing at least one driveway connection to the Elementary School Site reasonably acceptable to School Board, shall be constructed at no cost to the SCHOOL BOARD .

c.) A paved public road or private drive located on the north side of the Elementary School Site connecting to the public road contemplated in b) above shall be constructed at no cost to the SCHOOL BOARD. The drive shall include a minimum of two ingress lanes and one egress lane with the design reasonably acceptable to School Board. Any easements necessary for the SCHOOL BOARD to use the drive and any connections to the Elementary School Site shall be provided to the SCHOOL BOARD.

d.) The surrounding project's stormwater plan and system shall be designed and constructed at no cost to SCHOOL BOARD to provide for receipt of the Elementary School Site stormwater drainage and retention needs so that no additional retention shall be required on the Elementary School Site. The SCHOOL BOARD, however, shall be required to construct any connections to said storm water system, the design and construction of said connections to be reviewed and approved by the Northlake Stewardship District which shall not be unreasonably delayed or denied.

e.) A written agreement by a party related to Seller to provide clean fill material delivered to the Elementary School Site. The fill material shall meet the specifications necessary to construct a two-story school. No later than twelve (12) months following the Effective Date, the parties shall agree in writing on the form of the written agreement which shall include the following: (i) the amount of clean fill material in cubic yards to be delivered to the Elementary School Site; (ii) the timing of the delivery of the fill material; (iii) the location on the Elementary School Site where the fill material will be delivered; and (iv) the consideration for the fill material to be provided to the party related to Seller in the form of School impact fee credits in an amount equal to a certain dollar amountper cubic yard delivered to the Elementary School Site. If the parties are unable to agree upon the form of the foregoing written agreement by the date that is twelve (12) months following the Effective Date, after negotiating in good faith, then neither party shall have an obligation to enter into the written agreement contemplated in this **Article II Section 10(e)**, the Closing shall not be conditioned upon this **Article II Section 10(e)** and the School Board may not terminate the Agreement as result of the parties not entering into the written agreement contemplated in this **Article II Section 10(e)**. .

If the SCHOOL BOARD is not satisfied with the Improvements at any time prior to Closing, or if the Improvements are not completed on or before December 31, 2024, the SCHOOL BOARD may terminate this Agreement whereby the Earnest Money shall be returned to the SCHOOL BOARD and neither party shall have any further obligation hereunder except for those provisions which specifically survive termination of this Agreement. The Closing of the transaction contemplated herein shall be SCHOOL BOARD'S express acceptance of the Improvements.

11. Design Cooperation. The parties shall cooperate in the design of the Elementary School Site, including but not limited to the site plan, building fascade, fencing and other architectural features so the Elementary School and the Elementary School Site is compatible with the overall design intent of Rye Ranch and meets or exceeds all customary site plan and design criteria requirements of School Board. Such cooperation shall include, to the extent reasonably possible, and economically feasible as determined by School Board, incorporating architectural principles for public places and common areas within Rye Ranch as provided by

Seller. The SCHOOL BOARD shall retain an architect to coordinate with Seller on the foregoing. The provisions of this **Article II Section 11** shall specifically survive Closing.

12. Closing. Provided all other conditions of this Agreement have been satisfied or waived by the parties, the parties agree that the closing of the transaction contemplated by this Agreement (the "Closing") shall occur within ninety (90) days after the completion of the Improvements set forth in **Article II Section 10** and Seller's notice to SCHOOL BOARD of the completion of the Improvements, or such earlier date that is mutually agreeable to the parties (the "Closing Date"). Notwithstanding the foregoing, if the Closing has not occurred by June 30, 2025, through no fault of either party, then either party may terminate this Agreement and upon such termination, the Earnest Money shall be returned to SCHOOL BOARD and neither party shall have any further obligation hereunder except for those provisions which specifically survive termination of this Agreement Closing shall be held at the offices of Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC ,1206 Manatee Avenue West, Bradenton, Florida, (who also serve as the School Board Attorneys) at a 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 Elementary School Site shall be delivered to the SCHOOL BOARD by SELLER at Closing.

13 Costs. The SCHOOL BOARD shall pay the cost of recording the deed, the cost of its title insurance policy including related searches, the costs of its survey, and any costs of the Escrow Agent, the Title Company, and the closing agent. Costs of documentary stamps required by Florida law, shall be paid by SELLER. SELLER shall be responsible for title curative documents and the cost to satisfy any existing monetary liens on Elementary School Site. Each party shall bear its own attorney fees associated with this transaction.

14. Closing Documents. The SCHOOL BOARD through its counsel shall prepare, at its sole cost and expense, and shall deliver to SELLER's counsel, no later than ten (10) business days before the scheduled Closing Date, closing documents in draft form (which are expressly subject to review and approval) including but not limited to:

(a) A Special Warranty Deed in recordable form with all exhibits attached conveying title to the Elementary School Site including any permitted exceptions.

(b) Any documents that the parties counsel or title company may reasonably determine are necessary to transfer insurable title.

(c) An Owner's Affidavit regarding the payment of bills for labor and materials rendered for improvements on or to the Elementary School Site as may reasonably be required by a title insurance company in order to issue the title insurance policies and to insure the title without exception for unfiled mechanics' and materialmen's liens and without exceptions for rights of possession in any third party, as well as any other documents reasonably required by a Title Company to issue the owner's and/or loan and/or leasehold policy(ies) of insurance.

(d) A "non-foreign person" affidavit ("FIRPTA") as required by the Internal Revenue Service with respect to the sale of Property.

(e) A assignment of all development rights specifically related to the Elementary School Site as set forth in this Agreement.

(f) Any other documents that are reasonable or customary where the Elementary School Site is located.

Seller shall provide to Title Company all requirements from title company to insure the title including 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.

No later than one (1) business day before the Closing Date, the parties shall deliver to Escrow Agent executed and recordable originals of the final agreed upon versions of the above-referenced documents. The Escrow Agent shall prepare and circulate the closing statement for review, approval and execution by the parties prior to the consummation of the transaction.

15. Taxes and Assessments. At Closing, 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, personal and intangible property taxes for the Elementary School Site, (when and if applicable), prorated to the Closing Date, 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 Elementary School Site is a part. Any assessments related to the Elementary School Site shall be paid in full on or before Closing.

16. Inspection. The SCHOOL BOARD, its agents, employees and representatives shall have a license to access the Elementary School Site at all times subsequent to the Effective Date (as defined hereinafter) and prior to the Closing Date, with full right to: (a) inspect the Property; and (b) to conduct reasonable tests thereon including, but not limited to, soil borings and environmental/hazardous waste studies, and to make such other examinations with respect thereto as its counsel, licensed engineers, consultants, contractors, surveyors or other representative may deem reasonably necessary. Any tests, surveys, examinations or inspections of the Property and all costs and expenses in connection with same (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 SELLER's reasonable use of the Property 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 Property to substantially the same condition as existed prior to the inspections and testing. Any information collected from such examinations, inspections or tests may be subject to public review under Chapter 119, Florida Statues (2021). The SCHOOL BOARD to the extent allowed per Florida law without waiver, shall indemnify and hold SELLER harmless from and against any and all claims, demands, injuries, damages, costs, expenses (including reasonable attorney's fees), liens, or liability incurred by or asserted against SELLER as a result of, or in any way arising out of, any of such inspections and tests.. This indemnity shall survive any termination of this Agreement or Closing for 1 year.

17. Environmental Inspection and Testing. The Elementary School Site must meet environmental standards for use as a public school. The SCHOOL BOARD shall identify any environmental issues during the Feasibility Period. SELLER shall have no duty to correct any identified problems but may elect to do so. If SELLER fails to correct any environmental issue(s) identified by the SCHOOL BOARD during the Feasibility Period, the SCHOOL BOARD may, at

its option, either (i) accept the Elementary School Site in the condition that it is then in or (ii) terminate this Agreement. Any violation of such environmental standards caused by SELLER after the end of the applicable feasibility period shall be corrected by SELLER at its expense. Seller shall make no use of the Property after the end of the Feasibility Period that could cause adverse environmental issues and the School Board's obligation to close is conditioned upon the Property having no adverse environmental issues at closing. School Board, at its sole cost and expense, shall have the right to test the Property up to the day of Closing to confirm this condition. Except as otherwise set forth in this Agreement, Seller is not responsible for the environmental condition of the Elementary School Site and makes no representation or warranty regarding the same except as expressly provided in the Agreement.

18. Property Condition. SELLER makes no warranty or representation that any particular use is allowed on the Elementary School Site and the SCHOOL BOARD is accepting the Elementary School Site in its "AS IS, WHERE IS, WITH ALL FAULTS" condition without warranty or representation of SELLER except as stated in the Agreement. In the event the condition has materially changed since the expiration of the applicable Feasibility Period, the SCHOOL BOARD may elect to terminate this Agreement and shall receive a refund of any and all deposits paid.

19. Warranties and Representations. SELLER hereby covenants, represents and warrants to the SCHOOL BOARD that to SELLER's knowledge and belief as of the Effective Date:

(a) It has good and insurable fee simple absolute title to the Property subject only to the Permitted Exceptions.

(b) Subsequent to the Effective Date (as defined hereinafter), it will not take any action or otherwise permit any change in the status of the title to the Property materially adversely affecting the SCHOOL BOARD without first obtaining the written consent of the SCHOOL BOARD except as related to the Improvements.

(c) It possesses the full and unrestricted right and power to enter into and perform this Agreement. The individuals who have executed this Agreement have the full right and authority to do so, having obtained all consents to enter into and perform this Agreement and to sell the Property on the terms set forth in this Agreement.

(d) There are no third parties in possession of all or any portion of the Property except as follows: NONE.

(e) To Seller's knowledge, the Elementary School 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 Property.

(f) To Seller's knowledge, there is no action, suit, administrative proceeding, judgment, bankruptcy, lien execution, or proceeding pending or threatened against or affecting the Elementary School Site, which if adversely determined or continued might have an adverse effect upon the Property.

(g) Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which might affect the Elementary School Site or any part thereof.

(h) To Seller's knowledge, Seller, nor any other person or entity, including without limitation, any previous owners of the Elementary School Site, have treated, stored, recycled, disposed of or discharged any hazardous, toxic, or polluting substances on or into the Property. To Seller's knowledge, except for fuels, fertilizers, insecticides and chemicals customarily used in agricultural operations which in so far as Seller is aware, have been used in accordance with applicable laws, all operations or activities upon the Property and the use and occupancy of all or any part of the Property 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. It 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 Property.

(i) From the Effective Date (as defined hereinafter) until the Closing Date, SELLER shall immediately notify the SCHOOL BOARD of any fact, event, or occurrence having a material effect on the applicable portion of the Property or which renders any representation or warranty incorrect or misleading in any material 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 each party shall promptly send to the other copies of any notices.

(j) It: (i) is solvent, (ii) is not in the hands of a receiver and no application for the appointment of a receiver pending, (iii) has not made an assignment for the benefit of creditors, and (iv) is not the subject of any petition in bankruptcy nor is it currently contemplating filing for bankruptcy.

SELLER acknowledges and agrees that no examination or investigation of the Property prior to Closing shall in any way modify, affect or diminish its obligations under the representations, warranties and agreements set forth in this Agreement. SELLER's obligations hereunder are expressly conditioned upon each of the representations and warranties being true and correct to SELLER's knowledge and belief on the Effective Date (as defined hereinafter) 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. Venue for all proceedings in connection with this Agreement shall be 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 either party to any other entity. Notwithstanding the foregoing, Seller may assign this Agreement to a affiliated or related entity of Seller ("Assignee") (but shall not be released from its obligations under this Agreement) and transfer title (if applicable) to the Property to Assignee no later than ninety (90) days prior to Closing (Seller may assign this Agreement to Assignee and convey an equitable interest in the Property via a contract for deed to Assignee). In such event, fee simple title may be conveyed by Seller to SCHOOL BOARD at Closing and at SCHOOL BOARD'S request, Assignee shall provide a quit claim deed and Assignee and Seller shall sign such closing documents as the Title Company shall request in order to issue the Owner's Policy. Seller and Assignee shall execute a written assignment and assumption of this Agreement and provide a copy of same to SCHOOL BOARD within the above stated timeframe. Such written assignment and assumption shall provide that Assignee shall assume all Seller obligations and covenants under this Agreement and adopt and restate all of Seller's representations and warranties of this Agreement as if Assignee was the original contracting Seller. If applicable, Seller shall provide a copy of the recorded deed evidencing the conveyance from Seller to Assignee when it becomes available from the County recording office. In the event fee simple title is not conveyed to Assignee prior to Closing, Seller will be the Grantor of the Property in the conveyance to SCHOOL BOARD herein contemplated. In the event fee simple title is conveyed to Assigne pursuant to this **Article III Section 5**, Assignee will be the Grantor of the Property in the conveyance to SCHOOL BOARD herein contemplated.

6. Brokers. Each party hereby represent to the other that it has not discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesman so as to create any legal right in such (or any other) broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Elementary School Site and the other transactions contemplated by this Agreement. The parties hereby indemnify each other against and agree to hold each other harmless from and against any and all claims (including court costs and attorney's fees incurred in connection with such claims) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the conveyance of its parcel and the other transactions contemplated by this Agreement. The provisions of this Section shall survive the Closing or any termination hereunder.

7. Escrow. Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC ("Dye Harrison") 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 either party'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 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 party. The parties agree that the Escrow Agent shall not be liable to any party or person for mis delivery to either party of items subject to this escrow

unless such mis delivery is due to the willful breach of this Agreement or the gross negligence of Escrow Agent. SELLER acknowledges that Escrow Agent may represent the SCHOOL BOARD in connection with any matter arising in connection with this Agreement.

8. Authority. Each party warrants that it 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 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. This 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. Facsimile, or electronic mail transmissions (email), including signed 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 a party by the other, or whenever either of the parties desire to give or serve upon the other, 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 or email transmission, when received and telephonically confirmed, in each case as follows:

SELLER: Rye Ranch, LLC

35100 SR 64 East
Myakka City, FL 34251 Attention: Steve Cerven
Telephone number: (941) 322-2016
Email: scerven@falknergroup.com

With copies to: Clifford L. Walters, Esquire

Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Telephone No.: (941) 748-0100
Email: cwalters@blalockwalters.com

SCHOOL BOARD: Manatee County School Board

215 Manatee Avenue West
Bradenton, Florida 34205
Attention: Cynthia Saunders, Superintendent
And cc: Michael Pendley
Telephone No.: (941) 708-8770

With copies to: Stephen R. Dye, Esquire

Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC
1206 Manatee Avenue West,
Bradenton, Florida 34205
Telephone No.: (941) 748-4411
Fax No.: (941) 748-1573
Email: sdye@dyeharrison.com

13. Radon Gas Disclosure. RADON GAS: 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.

14. 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 SELLER.

15. Effective Date. The Effective Date of this Agreement shall be the last date of execution of this Agreement by or on behalf of the SCHOOL BOARD and SELLER.

16. Participation in CDD and Subdivision Documents. The Elementary School Site is located within the Rye Ranch Community Development District (CDD) which will be merged into the Northlake Stewardship District, each local units of special-purpose government and is subject to the rules and regulations of the District. During the Feasibility Period, SELLER shall provide documentation from the CDD and/or Stewardship District reasonably acceptable to School Board, indicating that the Elementary School Site, for so long as the Elementary School Site is owned and/or used for governmental purposes, is exempt from payment of any CDD and/or Stewardship District taxation, assessments, fees or payments, and the Elementary School Site shall not be subject to deed restrictions and/or other subdivision restrictions unless approved by the SCHOOL BOARD.

17. Discontinuation of Business on the Property. SELLER shall discontinue all business activities on the Elementary School Site prior to Closing. SELLER shall terminate any lease or occupancy and/or rights of use by others prior to Closing and all business activities of others shall cease before Closing unless otherwise agreed in writing. SELLER shall remove and properly dispose of any personal property located on the Elementary School Site prior to Closing.

18. 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.

19. Survival of Warranties/Indemnities. This Agreement and the warranties and indemnities contained herein shall expressly survive the consummation of the purchase and sale of the Property on the Closing Datefor a period of three (3) years . Notwithstanding any provisions to the contrary contained herein, the indemnification provisions shall survive any termination or expiration of this Agreement.

20. Default. If at any time after the Effective Date either party is in default in a material respect in the performance of any of its obligations under this Agreement and such default is not cured within ten (10) days after notice thereof to the defaulting party, then the non-defaulting party shall have the options of (a) terminating this Agreement and receiving the total Earnest Money Deposit from the Escrow Agent, whereupon this Agreement shall become null and void and of no further force and effect, or (b) of seeking to enforce this Agreement through specific performance.

21. Use Restriction. Seller and SCHOOL BOARD acknowledge and agree that for a period of twenty (20) years following the date of the Closing, the Elementary School Site shall only be used for education and educational support facilities (the "Use Restriction"), unless otherwise approved in writing by the Seller. The Use Restriction shall be memorialized in the Deed. Notwithstanding the foregoing, in the event Seller or its affiliated or related parties no longer owns any interest in any of the land within "Rye Ranch" (or its successor) prior to the date which is twenty (20) years following the date of Closing, upon written request by the SCHOOL BOARD, Seller shall release the Use Restriction. For purposes of this **Article III Section 21**, the land within "Rye Ranch" shall refer to the original land (approximately 1,370 acres) subject to that certain General Development Plan approved by the Board of County Commissioners of Manatee County, FL with the Zoning Approval on June 17, 2021 as may be modified from time to time. The provisions of this **Article III Section 21** shall specifically survive Closing.

[Signature Pages to Follow]

THE NORTHLAKE STEWARDSHIP DISTRICT AND THE RYE RANCH CDD MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE LAND. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in the manner required by the law as of the dates indicated below.

SELLER:

RYE RANCH, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By: _____
Name: Chad Choate, III
Title: Chairman

Date: _____

ATTEST:

_____
Cynthia Saunders

Superintendent

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____

Stephen R. Dye, Esq

School Board Attorney

EXHIBIT A

GENERAL DEPICTION OF THE ELEMENTARY SCHOOL SITE

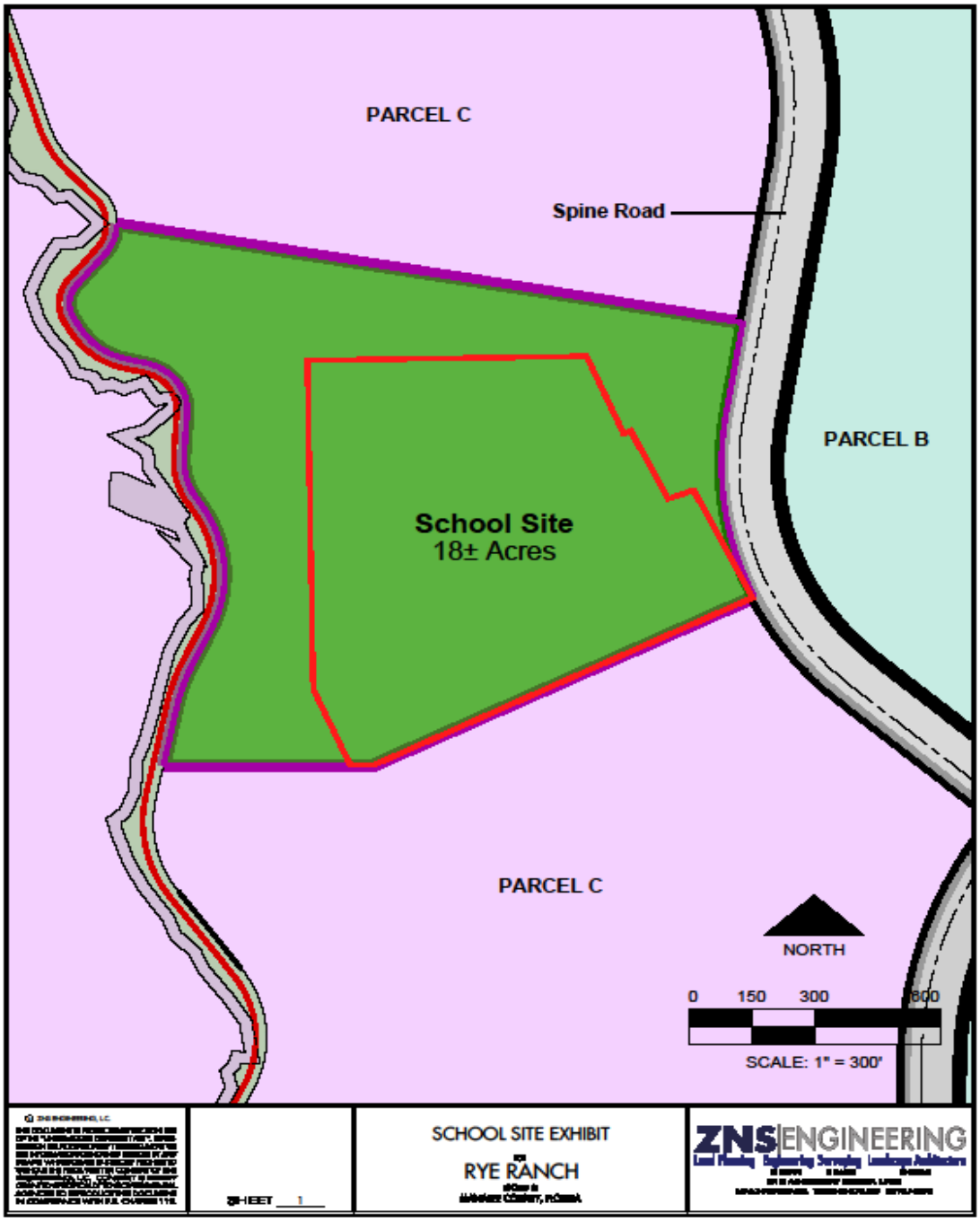


EXHIBIT A-R

SURVEY AND LEGAL DESCRIPTION OF THE ELEMENTARY SCHOOL SITE

[TO BE INSERTED AT A LATER DATE PURSUANT TO THIS AGREEMENT]

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

Prepared by:
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
File: 25241.090

DOCUMENTARY STAMPS IN
THE AMOUNT OF $_____.___
ARE AFFIXED HERETO.

SPECIAL WARRANTY DEED

This Special Warranty Deed made this ____ day of _____, 20__, by and between **Rye Ranch, LLC, a Florida limited liability company**, whose address is 35100 SR 64 East, Myakka City, Florida 34251, hereinafter called the "Grantor", and **The School Board of Manatee County, Florida, a public body corporate**, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter called the "Grantee", for the Grantor's undivided interest in the property described below:

(Whenever used herein the term "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 corporations, trusts, and trustees).

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the Grantee, all of its interest in the following described property situate in Manatee County, Florida (the "Property") to wit:

See Exhibit "A" attached hereto.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO taxes for the year of 20__ and subsequent years, and zoning and other prohibitions and regulations imposed by governmental authorities, and valid reservations, restrictions, and easements of record.

AND the Grantor and the Grantee acknowledge and agree that for a period of twenty (20) years following the date of this Special Warranty Deed, the Property shall be only used for education and educational support facilities, unless otherwise approved in writing by the Grantor.

AND the Grantor and the Grantee acknowledge and agree that the Grantor specifically reserves for itself and its successors and assigns those certain easements related to the Property and further described on **Exhibit "B"** attached hereto.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor does hereby covenant with the Grantee that at the time of the delivery of this deed, the Property is free and clear from all encumbrances made by the Grantor except the above noted, and that the Grantor will warrant and defend the same against all lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in our presence:

Rye Ranch, LLC,
a Florida limited liability company

_____ By:_____

Print Name: Name:_____

_____

Its:_____

_____

PrintName:

_____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by _____, as _____ of Rye Ranch, LLC, a Florida limited liability company, on behalf of the limited liability company,
□ who is personally known to me,
□ who has produced _____ as identification.

My Commission Expires:

_____
Signature

_____
Print Name

NOTARY PUBLIC - STATE OF _____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Easements

EXHIBIT C

ASSIGNMENT OF EDUCATIONAL FACILITIES IMPACT FEE CREDITS

ASSIGNMENT OF EDUCATIONAL FACILITIES IMPACT FEE CREDITS

The School Board of Manatee County, a public body corporate ("School Board"), for good and valuable consideration received, does hereby assign and provide to Rye Ranch, LLC, a Florida limited liability company, Educational Facilities Impact Fee Credits ("Impact Fee Credits") in the amount of ___TBD_____ issued in consideration for the sale and transfer of real property described on Exhibit A, and Rye Ranch, LLC ("Rye Ranch") accepts this assignment and transfer. School Board agrees that the Impact Fee Credits shall be freely assignable by Rye Ranch, subject only to completion and processing of basic documentation by Manatee County to memorialize the assignment. The Educational Facilities Impact Fee Credits may be used at any location within Manatee County.

CREDIT ASSIGNEE: RYE RANCH, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____

CREDIT ASSIGNOR: SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY,
FLORIDA, a public body corporate

By: _____
Name: Chad Choate, III
Title: Chairman

Date: _____

ATTEST:

_____
Cynthia Saunders

Superintendent

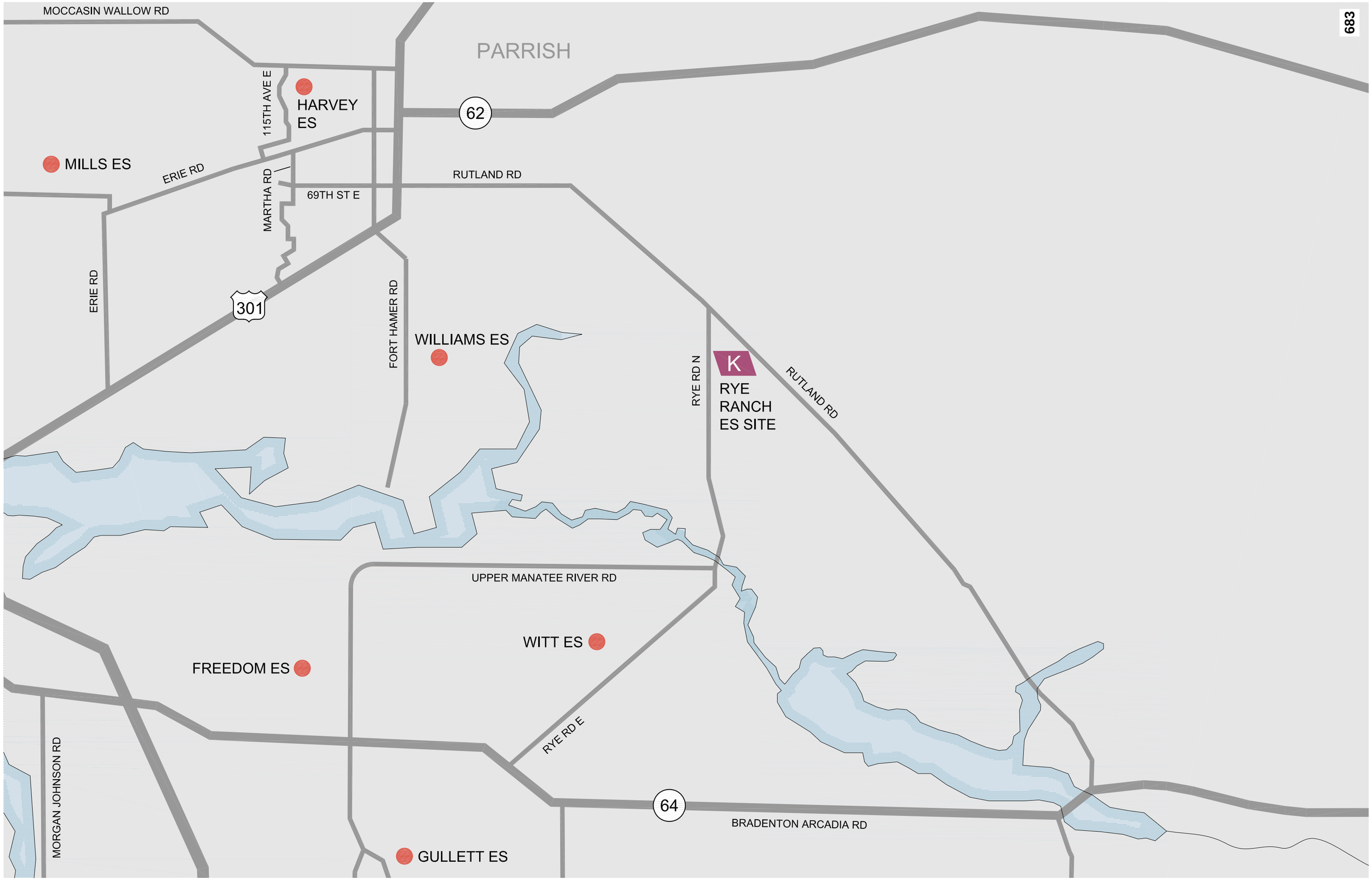
APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq

School Board Attorney

EXHIBIT A

Legal Description


683
MOCCASIN WALLOW RD
PARRISH
115TH AVE E
HARVEY ES
62
MILLS ES
ERIE RD
MARTHA RD
69TH ST E
RUTLAND RD
ERIE RD
301
FORT HAMER RD
WILLIAMS ES
RYE RD N
K
RYE RANCH ES SITE
RUTLAND RD
UPPER MANATEE RIVER RD
WITT ES
FREEDOM ES
RYE RD E
MORGAN JOHNSON RD
64
BRADENTON ARCADIA RD
GULLETT ES

AGENDA ITEM NO. 15.1

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Approval of Travel Expense Associated with the School Board Members' Attendance at the Florida School Boards Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2023, at the Hilton, University of Florida Conference Center, Gainesville, FL, Not to Exceed $3,200.00

Executive Summary
School Board Members Cindy Spray, Chad Choate III, and Richard Tatem would like to attend the Florida School Boards Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2023, at the Hilton, University of Florida Conference Center, Gainesville, FL.

School Finance 2.0 digs deeper into the financing of school programs. Topics such as the following will be included:

- Instructional unit placements
- Performance-based pay and
- In-depth look at local funding

Florida Statute § 1001.39 (2022) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $ 500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

Recommendation
Motion and approval of travel expense associated with the School Board Members' attendance at the Florida School Boards Association (FSBA) School Finance 2.0 & More Forum, April 12-14, 2023, at the Hilton, University of Florida Conference Center, Gainesville, FL, not to exceed $3,200.00.

Financial Impact
The financial impact to the District will not exceed $3,200.00. The source of funds is the General Fund and is included in the School Board approved budget for 2022-2023.

Contact
Submitting Department: School Board

Attachments:
TENTATIVE Agenda - 2023 School Finance 2.0 and More
Estimated Travel Expenses

FSBA

Thursday, April 13, 2023
2023 School Finance 2.0 and More

School Finance 2.0 digs deeper into the financing of school programs. Topics such as instructional unit placements, performance-based pay and a more in-depth look at local funding will be covered. (This Forum is NOT required training to earn the distinguished Certified Board member distinction)

Thursday, April 13, 2023

Subject	**7:30 - 8:30 am Breakfast**
Meeting	Apr 13, 2023 - 2023 School Finance 2.0 and More
Category	Thursday, April 13, 2023
Type	Meal

Subject	**8:30 am - Noon Florida School Finance and the Florida Education Finance Program (FEFP)**
Meeting	Apr 13, 2023 - 2023 School Finance 2.0 and More
Category	Thursday, April 13, 2023
Type	Information, Training

Florida School Finance and the Florida Education Finance Program (FEFP) are not easy to understand. It seems like once you gain an understanding of things, something is added, and something is removed. Gretchen, Scott, and Leann will dive deeper in School Finance and the FEFP and provide insight into the impacts of the year as well as provide insight into FEFP Calculations 1-5.

Facilitators:
Tina Pinkoson, Director of Leadership Services, FSBA
April Griffin, FSBA Consultant

Presenters:
Gretchen Saunders, Chief Financial Officer, St. Johns School District
Leann Evans, CTP, Treasurer. Palm Beach County School District
Scott Ward, Assistant Superintendent of Business Services, Lake County School District

Subject	**Noon - 1:00 pm Lunch**
Meeting	Apr 13, 2023 - 2023 School Finance 2.0 and More
Category	Thursday, April 13, 2023
Type	Luncheon

Subject	**1:00 - 5:00 pm Categorical Updates, Grants, Base Student Allocation (BSA)**

Meeting Apr 13, 2023 - 2023 School Finance 2.0 and More

Category Thursday, April 13, 2023

Type Information, Training

The afternoon session will provide categorical updates information about available grants and a look into the Base Student Allocation (BSA) from the past, present and future.

Facilitators:
Tina Pinkoson, Director of Leadership Services, FSBA
April Griffin, FSBA Consultant

Presenters:
Gretchen Saunders, Chief Financial Officer, St. Johns School District
Leann Evans, CTP, Treasurer. Palm Beach County School District
Scott Ward, Assistant Superintendent of Business Services, Lake County School District

Friday, April 14, 2023

Subject **7:30 - 8:00 am Breakfast**

Meeting Apr 13, 2023 - 2023 School Finance 2.0 and More

Category Friday, April 14, 2023

Type Meal

Subject **8:00 - 11:30 am Capital and Debt Programs**

Meeting Apr 13, 2023 - 2023 School Finance 2.0 and More

Category Friday, April 14, 2023

Type Information, Training

Our Friday morning session will focus on Capital and Debt programs. The importance and relevance of the 5-Year Plan for Capital will be discussed as well as your role in assuring a healthy fund balance. What a great way to end your week!

Facilitators:
Tina Pinkoson, Director of Leadership Services, FSBA
April Griffin, FSBA Consultant

Presenters:
Gretchen Saunders, Chief Financial Officer, St. Johns School District
Leann Evans, CTP, Treasurer. Palm Beach County School District
Scott Ward, Assistant Superintendent of Business Services, Lake County School District

Travel Expense Worksheet					
Expense	# Attending	# of Nights	Per diem		
Mileage					
332.00	3		$0.59	$587.64	
Hotel					
$188.00	3	2		$1,128.00	
				$0.00	
				$1,128.00	
Parking					
				$0.00	
				$0.00	
				$0.00	
Registration					
$395.00	3			$1,185.00	
				$0.00	
Food					
Breakfast			$6.00	$0.00	
			$6.00	$0.00	
Lunch	3	1	$11.00	$33.00	
			$11.00	$0.00	
Dinner	3	2	$19.00	$114.00	
			$19.00	$0.00	
				$147.00	
Total Expenses Anticipated					$3,047.6

AGENDA ITEM NO. 15.2

School Board of Manatee County
March 28, 2023 - Regular Board Meeting

Title
Approval of Governmental Entity Confidential Settlement Agreement between the School Board of Manatee County, FL. with JUUL Labs, Inc.

Executive Summary
During the Regular Board Meeting on October 11, 2022, the Board approved of joining the *School Vaping Litigation Lawsuit.* The Board will consider approval of Governmental Entity Confidential Settlement Agreement between the School Board of Manatee County, FL. with JUUL Labs, Inc.

Contact
Submitting Department: School Board
Initiated By: Stephen Dye

AGENDA ITEM NO. 15.3

School Board of Manatee County
March 28, 2023 - Regular Board Meeting
Action Item

Title
Approval to Renew the Professional Services Contract with Cherry Bekaert, LLP to Provide Financial Auditing Services for Fiscal Year 2022-2023, SDMC No. 20-0102-RG, Estimated in the Amount of $172,000.00

Executive Summary
On May 12, 2020, the School Board of Manatee County approved the Auditor Selection Committee recommendation to negotiate a contract with Cherry Bekaert, LLP for external auditing services. Per the RFP, the term of the agreement will provide external auditing services to the School District of Manatee County (SDMC) for a period of five (5) years and may be renewed or renegotiated for two (2) additional one year periods, beginning with an audit of District financial statements and Schools Internal Funds financial statements for the fiscal year ending June 30, 2020, and ending after the completion and submission of the audit report for the fiscal year ending June 30, 2024.

The Audit Committee met on March 1, 2023 to review and discuss the Cherry Bekaert engagement letter for the audit of fiscal year 2022-2023. It is the Audit Committee's recommendation to approve the Letter of Engagement for the audit of fiscal year 2022-2023. The scope of work includes audit of the District's financial statements, audit of the Schools Internal Accounts and preparation of Schools Internal Accounts Financial statements. The fee for the audit services will not exceed $168,000.00. The estimated fee for the preparation of the financial statements and footnotes of the District's School Internal Funds is $4,000.00.

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

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

Recommendation
Motion and approval to renew the professional services contract with Cherry Bekaert, LLP to provide financial auditing services for Fiscal Year 2022-2023, SDMC No. 20-0102-RG, estimated in the amount of $172,000.00.

Financial Impact
The cost to implement this agenda item is estimated at $172,000.00. The funding source for this expenditure is General Operating Funds, and is included in the District's proposed budget for 2023-2024.

Contact
Submitting Department: School Board

Attachments:
Cherry Bekaert Engagement Letter

Cherry Bekaert LLP
Your Guide Forward

February 24, 2023

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

Honorable Members of the School Board of Manatee County:

This engagement letter between School District of Manatee County (hereafter referred to as the "District" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the District's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the District.

Summary of services

We will provide the following services to the District as of and for the year ended June 30, 2023:

Audit and attestation services

1. We will audit the basic financial statements of the District as of and for the year ended June 30, 2023 including the governmental activities, the aggregate discretely presented component units, each major fund and the aggregate remaining fund information. We will refer to the component auditors in our audit opinion. We will also audit the basic financial statements of the Miscellaneous Special Revenue Fund (Schools Internal Accounts).

2. We will audit the schedule of expenditures of federal awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

3. We will read the introductory section and statistical sections accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

4. We will audit the combining and individual fund financial statements and schedules. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records

used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

5. We will apply limited procedures to the management's discussion and analysis (MD&A), and remaining Required Supplementary Information, which will consist of inquiries of the District's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

6. We will examine the District's compliance with the requirements of Section 218.415, Florida Statutes, during the District's fiscal year ended June 30, 2022. Our examination will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of the District's records and other procedures we consider necessary to enable us to express an opinion as to whether the District complied, in all material respects, with the aforementioned requirements.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.
2. Assist in the preparation of the financial statements and disclosures for the Schools Internal Accounts.

Your expectations

Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the District's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The District recognizes that our professional standards require that we be independent from the District in our audit of the District's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the District and the District should not expect that we will act only with due regard to the District's interest in the performance of this audit, and the District should not impose on us special confidence that we will conduct this audit with only the District's interest in mind. Because of our obligation to be independent of the District, no fiduciary relationship will be created by this engagement or audit of the District's financial statements.

The engagement will be led by Scott Anderson, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations* (CFR) Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"); and Chapter 10.800, Rules of the Auditor General of the State of Florida. The objective of our audit is to obtain reasonable assurance about whether the District's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether the District's basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Uniform Guidance and Chapter 10.800, Rules of the Auditor General of the State of Florida.

Auditor's responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures as deemed necessary to enable us to express such an opinion or opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risk, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the District in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming District's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the District has obtained no rights to use such software or templates and that Cherry Bekaert's use of the District's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Accounting services

We will advise District's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the District's financial statements. The District's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the District's financial statements. If, while reviewing the journal entries, the District's management determines that a journal entry is inappropriate, it will be the District's management's responsibility to contact us to correct it.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the District; however, it is the District's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

Financial statement preparation

We will assist in the preparation of the Schools Internal Accounts financial statements and disclosures, based on information provided by the District. However, the responsibility for the Schools Internal Accounts financial statements and disclosures remains with the District's management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

District's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the District's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

District's management responsibilities related to the audit

The District's management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4)

ensuring that the District's management and financial information is reliable and properly reported. The District's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The District's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) the District's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is the District's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The District's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial

statements with any presentation of the schedule of expenditures of federal awards that includes our report. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes); and (4) the District has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The District's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The District's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing District's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The District's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

Our report will be addressed to the School Board of Manatee County. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Indemnification for known misrepresentations

The Firm will rely on the District's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit. Because of the importance of management's representations to the effective performance of our services, the District will release, indemnify, and hold harmless the Firm and its personnel from any claims, liabilities, costs, and expenses relating to our services under this letter arising in circumstances where there has been a known misrepresentation by an officer or employee of the District regardless of whether such officer or employee was acting in the District's interest. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss asserted, whether in contract, statute, tort (including but not limited to negligence), or otherwise. This provision will survive termination of this letter.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our standard billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Standard Bill Rates

Skill Level	Bill Rate
Partner/ Director	$ 285
Senior Manager	$ 200
Manager	$ 175
Senior Accountant	$ 130
Staff Accountant	$ 105
Paraprofessional	$ 75
Specialist	$ 230-480

The following summarizes the fees for the services described above:

Description of services

Audit services	
Audit of the District's financial statements	$ 106,500
Audit of the Schools Internal Accounts financial statements	61,500
Accounting services	
Schools Internal Accounts Financial statements preparation	4,000
Completion of Data Collection Form	included
Total	$ 172,000

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of $2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call Scott Anderson at (919) 782-1040.

Sincerely,

CHERRY BEKAERT LLP



ATTACHMENT – Engagement Letter Terms and Conditions

SCHOOL DISTRICT OF MANATEE COUNTY

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the District wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the District will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the District's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the District) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the District's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the District. You agree that the District will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the District's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an

opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the District's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by the District's management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the District's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the District and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the District's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit procedures - compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Nonattest services

All nonattest services to be provided in the attached engagement letter shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the District's designated individual will assume all the District's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the District's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the District's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the District's management and those charged with governance a communication stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the District make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the District. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the District, (4) the process used by District's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the District's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the District's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the District's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the District's management related to the performance of the audit.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as

discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the District may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the District, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the District, and other third party providers utilized by either party in connection with the engagement.

Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the District, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Statute of limitations

The District agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The District and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the District's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden District requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the District is unable to provide such schedules, information, and assistance, the Firm and the District will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the District will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the District with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the District will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the District at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the District for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the District concerning the scope of the additional procedures and the estimated fees.

The District agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the District will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the District and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.